

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): February 11, 2015

Natural Health Trends Corp.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

0-26272 59-2705336
(Commission File Number) (IRS Employer Identification No.)

4514 Cole Avenue, Suite 1400, Dallas, Texas 75205
(Address of Principal Executive Offices) (Zip Code)

(972) 241-4080
(Registrant's Telephone Number, Including Area Code)

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))
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Item 1.01 Entry into a Material Definitive Agreement.

Prior to the announcement by Natural Health Trends Corp. (the “Company”) that its common stock had been approved for listing on The Nasdaq Capital Market, on February 11, 2015, the Company entered into an Indemnification Agreement (“Indemnification Agreement”) with each of its two recently elected directors, Christopher R. O’Brien and Kin Yep Chung, as well as its existing directors and executive officers, George K. Broady, Chris T. Sharnig and Timothy S. Davidson. The form of Indemnification Agreement was approved by the Company’s Board of Directors (the “Board”) for use by the Company’s directors and executive officers and is updated from the form of indemnification agreement approved by the Board in 2005. The Board believes that the new form of Indemnification Agreement is in the best interest of the Company and its stockholders and is an important component of the Company’s ability to continue to attract and retain the services of talented and experienced individuals to serve as directors and executive officers of the Company.

The Indemnification Agreement confirms the Company’s obligation to indemnify its directors and executive officers against liability arising out of the performance of their duties. The Indemnification Agreement provides mandatory indemnification, on the terms and conditions set forth in the agreement, for expenses and losses actually and reasonably incurred by directors and executive officers in defending legal proceedings in which they are parties by reason of their service to the Company or other entities to which they provide services at the Company’s request or on its behalf. Pursuant to the Indemnification Agreement, the Company will advance reasonable expenses incurred by directors and executive officers in defending these legal proceedings, on the terms and conditions set forth in the Indemnification Agreement, and subject to repayment in the event of a determination that a director or executive officer is not entitled to indemnification for those expenses.

The foregoing description of the Indemnification Agreement is qualified in its entirety by reference to the form of Indemnification Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

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

On February 11, 2015, the Board voted to expand its size to provide for five directors and, in accordance with the Company’s bylaws, elected Christopher R. O’Brien and Kin Yep Chung to fill the newly-created directorships. Mr. O’Brien is a principal with the national law firm, Polsinelli LLP, where he specializes in corporate law. Mr. Chung is recently retired from Bioherb Technology Company, Ltd., a private Hong Kong company that served as an importing company for food and food manufacturing products, which Mr. Chung founded and served as President. Neither Mr. O’Brien nor Mr. Chung was selected as a director of the Company pursuant to any arrangement or understanding between either of them and any other person. At the time of their election to the Board, Messrs. O’Brien and Chung, together with Randall A. Mason (an existing director), were also appointed to the Board’s Audit Committee, and Messrs. O’Brien and Mason were also appointed to the Board’s Compensation Committee and Nominating and Corporate Governance Committee. The Board determined that each of Messrs. O’Brien and Chung is an “independent director,” as such term is defined in Rule 5605 of The Nasdaq Stock Market Rules; in addition, each such newly-elected director qualifies as an “independent director,” as defined in Rule 10A-3(b), as promulgated under the Securities Exchange Act of 1934, as amended.

Each of Messrs. O’Brien and Chung are entitled to receive, upon their election to the Board and in their capacity as non-employee directors of the Company, \$25,000 cash and 3,058 shares of the Company’s restricted stock, which shares of restricted stock shall vest on a quarterly basis over a three-year period (together with applicable withholding taxes). Commencing March 1, 2015 and through the remainder of 2015, each of Messrs. O’Brien and Chung are also entitled to receive a monthly payment of \$8,333 (together with a pro rata payment covering the period of February 11 – 28, 2015), as well as the reimbursement of all out-of-pocket expenses incurred in connection with the performance of their duties as directors.

Item 5.05 Amendments to the Registrant’s Code of Ethics, or Waiver of a Provision of the Code of Ethics.

On February 11, 2015 the Board approved the amendment and restatement of the Company’s Worldwide Code of Business Conduct and, in connection therewith, the termination of the Company’s Code of Ethics for Senior Financial Officers (which is no longer necessary given the amendment and restatement of the Worldwide Code of Business Conduct).

Item 8.01 Other Events.

On February 12, 2015 the Company announced that its common stock had been approved for listing on The Nasdaq Capital Market (“NASDAQ”) and is expected to begin trading on NASDAQ under the ticker symbol NHTC on February 17, 2015. The Company’s common stock will continue to trade on the OTC Market until the market close on the last trading day prior to first NASDAQ trading day.

The press release of the Company announcing the approval of the listing of the Company’s common stock on NASDAQ is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

IMPORTANT ADDITIONAL INFORMATION

Statements in this Current Report on Form 8-K that are not strictly historical, including whether and when the Company’s common stock will commence trading on NASDAQ, constitute forward-looking statements. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors discussed in the “Risk Factors” section of the Company’s Annual Report on Form 10-K filed with the SEC and in other filings that the Company periodically makes with the SEC. The Company assumes no obligation and does not intend to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Form of Indemnification Agreement between Natural Health Trends Corp. and each of its directors and executive officers (approved February 11, 2015)
 - 14.1 Worldwide Code of Business Conduct, as revised February 11, 2015
 - 99.1 Press Release dated February 12, 2015
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 12, 2015

NATURAL HEALTH TRENDS CORP.

By: /s/ Timothy S. Davidson

Timothy S. Davidson

Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
10.1	Form of Indemnification Agreement between Natural Health Trends Corp. and each of its directors and executive officers (approved February 11, 2015)
14.1	Worldwide Code of Business Conduct, as revised February 11, 2015
99.1	Press Release dated February 12, 2015

INDEMNIFICATION AGREEMENT

This Agreement, made and entered into as of this 11th day of February, 2015 (“Agreement”), by and between Natural Health Trends Corp., a Delaware corporation (the “Company”), and _____ (the “Indemnitee”).

WHEREAS, highly competent persons are reluctant to serve corporations as directors or officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of corporations; and

WHEREAS, the current impracticability of obtaining adequate insurance and the uncertainties relating to indemnification have increased the difficulty of attracting and retaining such persons; and

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified; and

WHEREAS, Indemnitee is willing to serve and continue to serve for or on behalf of the Company on the condition that Indemnitee be indemnified to the fullest extent permitted by applicable law.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

ARTICLE I

Definitions

For purposes of this Agreement the following terms shall have the meanings indicated:

1.01 “Board” shall mean the Board of Directors of the Company.

1.02 A “Change in Control” shall be deemed to have occurred if (i) any “person” (as that term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the total voting power represented by the Company’s then outstanding voting securities, or (ii) during any period of two consecutive years, individuals who at the beginning of the two year period constitute the Board and any new director whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such a merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 80% of the total voting power represented by the voting securities of the Company or the surviving entity outstanding immediately after the merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the company (in one transaction or a series of transactions) of all or substantially all the Company’s assets.

1.03 “Corporate Status” describes the status of a person who is or was a director, officer, employee, agent, trustee or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other Enterprise which such person is or was serving at the request or on behalf of the Company.

1.04 “Court” means the Court of Chancery of the State of Delaware, the court in which the Proceeding, in respect of which indemnification is sought by the Indemnitee, shall have been brought or is pending, or another court having subject matter jurisdiction and personal jurisdiction over the parties.

1.05 “Disinterested Director” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

1.06 “Enterprise” shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent, trustee or fiduciary.

1.07 “Expenses” shall include, without limitation, all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, appeal bond costs, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, facsimile transmission charges, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating or being or preparing to be a witness in a Proceeding.

1.08 “Good Faith” shall mean Indemnitee having acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, in the case of an Enterprise which is an employee benefit plan, the best interests of the participants or beneficiaries of said plan, as the case may be, and, with respect to any Proceeding which is criminal in nature, having had no reasonable cause to believe Indemnitee’s conduct was unlawful.

1.09 “Improper Personal Benefit” shall include, but not be limited to, the personal gain in fact by reason of a person’s Corporate Status of a financial profit, monies or other advantage not also accruing to the benefit of the Company or to the stockholders generally and which is unrelated to his or her usual compensation including, but not limited to: (i) in exchange for the exercise of influence over the Company’s affairs; (ii) as a result of the diversion of corporate opportunity; or (iii) pursuant to the use or communication of confidential or inside information for the purpose of generating a profit from trading in the Company’s securities. Notwithstanding the foregoing, “Improper Personal Benefit” shall not include any benefit, directly or indirectly, related to actions taken in order to evaluate, discourage, resist, prevent or negotiate any transaction with or proposal from any person or entity seeking control of, or a controlling interest in, the Company.

1.10 “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporate law and may include law firms or members thereof that are regularly retained by the Company but not any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the standards of professional conduct then prevailing and applicable to such counsel, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement unless such parties execute a written waiver of any such conflict of interest.

1.11 “Officer” means the chief executive officer, president, chief operating officer, vice presidents, treasurer, assistant treasurer(s), chief financial officer, chief accounting officer, general counsel, secretary, assistant secretary and such other executive officers as are appointed by the Board or by the board of directors of the Enterprise, as the case may be.

1.12 “Proceeding” includes any actual, threatened, or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation (including any internal corporate investigation), administrative hearing or any other actual, threatened or completed proceeding, whether civil, criminal, administrative or investigative, formal or informal, and any appeal from any such Proceeding, other than one initiated by Indemnitee. For purposes of the foregoing sentence, a “Proceeding” shall not be deemed to have been initiated by Indemnitee where Indemnitee seeks, pursuant to Article VIII of this Agreement, to enforce Indemnitee’s rights under this Agreement.

ARTICLE II

Term of Agreement

2.01 This Agreement shall continue so long as Indemnitee is a director, officer, employee, agent, trustee or fiduciary of the Company or of any other Enterprise, and thereafter so long as Indemnitee is subject to any pending or possible Proceeding by reason of the fact that Indemnitee served as a director, officer, employee, agent, trustee or fiduciary of the Company or of any other Enterprise.

ARTICLE III

Services by Indemnitee, Notice of Proceedings

3.01 Services. Indemnitee agrees to serve or continue to serve as a director or Officer of the Company for so long as he or she is duly elected or appointed. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law).

3.02 Notice of Proceeding. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder, but the omission so to notify the Company shall not relieve the Company from its obligations hereunder.

ARTICLE IV

Indemnification

4.01 In General. In connection with any Proceeding, the Company shall indemnify, and advance Expenses, to Indemnitee as provided in this Agreement and to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

4.02 Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 4.02 if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or is otherwise involved in any Proceeding, other than a Proceeding by or in the right of the Company. Indemnitee shall be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, regardless of the outcome of such Proceeding, if Indemnitee acted in Good Faith and such Indemnitee has not been adjudged during the course of such Proceeding to have derived an Improper Personal Benefit from the transaction or occurrence forming the basis of such Proceeding.

4.03 Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 4.03 if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or is otherwise involved in any Proceeding brought by or in the right of the Company to procure a judgment in its favor. Indemnitee shall be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding if Indemnitee acted in Good Faith and such Indemnitee has not been adjudged during the course of such Proceeding to have derived an Improper Personal Benefit from the transaction or occurrence forming the basis of such Proceeding. Notwithstanding the foregoing, no such indemnification shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company if applicable law prohibits such indemnification; provided, however, that, if applicable law so permits, indemnification shall nevertheless be made by the Company in such event if and only to the extent that the Court which is considering the matter shall so determine.

4.04 Indemnification of a Party Who is Wholly or Partly Successful. Notwithstanding any limitations in Sections 4.02 and 4.03 above or other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to or is otherwise involved in and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified, to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee, to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter as determined by the Court which adjudicates the Proceeding. For purposes of this Section 4.04 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

4.05 Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness in any Proceeding, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

4.06 Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of, but not the total amount of, the Expenses, judgments, fines, or penalties actually and reasonably incurred in connection with the investigation, defense, appeal or settlement of any Proceeding, the Company shall nevertheless indemnify the Indemnitee for the portion of the Expenses, judgments, fines, or penalties to which the Indemnitee is entitled.

4.07 Contribution. If the indemnification provided in this Agreement is unavailable by reason of a decision of a court of competent jurisdiction, then in respect to any Proceeding in which the Company is jointly liable with the Indemnitee (or would be if joined in such Proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and penalties actually and reasonably incurred and paid or payable by Indemnitee in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and Indemnitee on the other hand from the transaction or event from which such Proceeding arose, and (ii) the relative fault of the Company on the one hand and Indemnitee on the other in connection with the events which resulted in such Expenses, judgments, fines and penalties, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and Indemnitee on the other shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such Expenses, judgments, fines and penalties. The Company agrees that it would not be just and equitable if contribution pursuant to this subsection 4.07 were determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

ARTICLE V

Advancement of Expenses

5.01 Notwithstanding any provision to the contrary in Article VI, the Company (acting through the President or Chief Financial Officer) shall advance all reasonable Expenses which, by reason of Indemnitee's Corporate Status, were incurred by or on behalf of Indemnitee in connection with any Proceeding, within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances, whether prior to or after final disposition of such Proceeding and regardless of whether Indemnitee has actually paid such Expenses. Such statement or statements shall reasonably evidence, without the requirement of waiving Indemnitee's attorney-client privilege, the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advance and undertakings to repay pursuant to this Article V shall be unsecured and interest free. Advancement of Expenses pursuant to this Article V shall not require approval of the Board or the stockholders of the Company, or of any other person or body. The President or, at the President's request, the Secretary of the Company shall promptly advise the Board in writing of the request for advancement of Expenses, of the amount and other details of the advance and of the undertaking to make repayment pursuant to this Article V. Solely for the purpose of advancement under this section, Indemnitee's Expenses shall be presumed reasonable if they are so certified in writing by Indemnitee's legal counsel.

ARTICLE VI

Procedures for Determination of Entitlement to Indemnification and Defense of Claims

6.01 Initial Request. To obtain indemnification under this Agreement (other than advancement of Expenses pursuant to Article V), Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The President, or at the President's request, the Secretary of the Company shall promptly advise the Board in writing that Indemnitee has requested indemnification.

6.02 Method of Determination. Subject to Indemnitee's rights under section 8.07, a determination (if required by applicable law in the specific case) with respect to Indemnitee's entitlement to indemnification shall be made: (i) by the Board by a majority vote of a quorum consisting of Disinterested Directors; or (ii) in the event that a quorum of the Board consisting of Disinterested Directors is not obtainable or, even if obtainable, if such quorum of Disinterested Directors so directs, by Independent Counsel, in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (iii) by a special litigation committee of the Board appointed by the Board; or (iv) by the stockholders of the Company by vote of a majority of the holders of the Company's outstanding capital stock at the time entitled to vote on the election or removal of directors, voting as a single class, including the capital stock of Indemnitee.

6.03 Selection, Payment, Discharge of Independent Counsel. In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6.02 of this Agreement, the Independent Counsel shall be selected, paid, and discharged in the following manner:

- (a) The Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected.
- (b) Following the initial selection described in clause (a) of this Section 6.03, Indemnitee may, within seven (7) days after such written notice of selection has been given, deliver to the Company a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1.09 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is made, the Independent Counsel so selected may not serve as Independent Counsel unless and until a Court has determined that such objection is without merit.
- (c) Either the Company or Indemnitee may petition a Court if the parties have been unable to agree on the selection of Independent Counsel within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6.01 of this Agreement. Such petition may request a determination whether an objection to the party's selection is without merit and/or seek the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate. A person so appointed shall act as Independent Counsel under Section 6.03 of this Agreement.
- (d) The Company shall pay any and all reasonable fees of Independent Counsel and expenses incurred by such Independent Counsel in connection with acting pursuant to this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6.03, regardless of the manner in which such Independent Counsel was selected or appointed.

- (e) Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 8.02 of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

6.04 Cooperation. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification under this Agreement, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

6.05 Defense of Claim. With respect to any Proceeding to which Indemnitee shall have requested indemnification in accordance with Section 6.01:

- (a) The Company will be entitled to participate in the defense at its own expense.
- (b) Except as otherwise provided below, the Company jointly with any other indemnifying party will be entitled to assume the defense with counsel reasonably satisfactory to Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense of a suit, the Company will not be liable to the Indemnitee under this Agreement for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense of the Proceeding other than reasonable costs of investigation or as otherwise provided below. The Indemnitee shall have the right to employ his own counsel in such Proceeding but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense shall be at the expense of the Indemnitee unless: (i) the employment of counsel by the Indemnitee has been authorized by the Company; (ii) the Indemnitee shall have concluded reasonably that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such action and such conclusion is confirmed in writing by the Company's outside legal counsel regularly employed by it in connection with corporate matters; or (iii) the Company shall not in fact have employed counsel to assume the defense of such Proceeding, in each of which cases the fees and expenses of counsel shall be at the expense of the Company. The Company shall be entitled to participate in, but shall not be entitled to assume the defense of any Proceeding brought by or in the right of the Company or as to which the Indemnitee shall have made the conclusion provided for in (ii) above and such conclusion shall have been so confirmed by the Company's said outside counsel.

- (c) Notwithstanding any provision of this Agreement to the contrary, the Company shall not be liable to indemnify the Indemnitee under this Article for any amounts paid in settlement of any Proceeding or claim effected without its written consent. The Company shall not settle any Proceeding or claim in any manner which would impose any penalty, limitation or disqualification of the Indemnitee for any purpose without the Indemnitee's written consent. Neither the Company nor the Indemnitee will unreasonably withhold their consent to any proposed settlement.

6.06 Payment. If it is determined that Indemnitee is entitled to indemnification not covered by defense of the claim afforded under Section 6.05 above, payment to Indemnitee shall be made within ten (10) days after such determination.

ARTICLE VII

Presumptions and Effect of Certain Proceedings

7.01 Burden of Proof. In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 6.01 of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

7.02 Effect of Other Proceedings. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in Good Faith.

7.03 Reliance as Safe Harbor. For purposes of any determination of Good Faith, Indemnitee shall be deemed to have acted in Good Faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the Officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 7.03 shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

7.04 Actions of Others. The knowledge and/or actions, or failure to act, of any director, Officer, employee, agent, trustee or fiduciary of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

ARTICLE VIII

Remedies of Indemnitee

8.01 Application. This Article VIII shall apply in the event of a Dispute. For purposes of this Article, "Dispute", shall mean any of the following events:

- (a) a determination is made pursuant to Article VI of this Agreement that Indemnitee is not entitled to indemnification under this Agreement;
- (b) an advancement of Expenses is not timely made pursuant to Article V of this Agreement;
- (c) the determination of entitlement to be made pursuant to Section 6.02 of this Agreement has not been made within sixty (60) days after receipt by the Company of the request for indemnification;
- (d) the payment of indemnification is not made pursuant to Section 4.05 of this Agreement within ten (10) days after receipt by the Company of a written request therefor; or
- (e) a notice of election by the Company to assume defense of a claim as provided for in Section 6.05 or payment of indemnification, as the case may be, is not given or made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Article VI of this Agreement.

8.02 Adjudication. In the event of a Dispute, Indemnitee shall be entitled to an adjudication in an appropriate Court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator in Dallas, Texas pursuant to the rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 8.02. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

8.03 De Novo Review. In the event that a determination shall have been made pursuant to Article VI of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Article VIII shall be conducted in all respects as a de novo trial or arbitration on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any such proceeding or arbitration, the Company shall have the burden of proving that Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

8.04 Company Bound. If a determination shall have been made or deemed to have been made pursuant to Article VI of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration absent: (i) a misstatement by Indemnitee of a material fact, or any omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification; or (ii) a prohibition of such indemnification under applicable law.

8.05 Procedures Valid. The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Article VIII that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such Court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

8.06 Expenses of Adjudication. In the event that Indemnitee, pursuant to this Article VIII, seeks a judicial adjudication of or an award in arbitration to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all expenses (of the types described in the definition of Expenses in Section 1.06 of this Agreement) actually and reasonably incurred by Indemnitee in such adjudication or arbitration, but only if Indemnitee prevails therein. If it shall be determined in such adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, the expenses incurred by Indemnitee in connection with such adjudication or arbitration shall be appropriately prorated as determined by the court or arbitrator which determines the adjudication or arbitration.

8.07 Change in Control. The parties agree and acknowledge that their respective rights and obligations set forth in this Agreement shall survive any Change in Control of the Company. The Company further agrees that if there is a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Company's Board of Directors who were directors immediately prior to the Change in Control), then with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnity payments and Expense advances under this Agreement or any other agreement, the Company's Certificate of Incorporation, or the Company's Bylaws in effect relating to claims for indemnifiable events: (i) the Company shall seek legal advice only from independent counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), and who has not otherwise performed services for the Company or Indemnitee within the last five years (other than in connection with such matters) ("Special Independent Counsel"); and (ii) if requested by Indemnitee, such Special Independent Counsel shall make the determination of whether and to what extent the Indemnitee is entitled to be indemnified under applicable law. The Company agrees to pay the reasonable fees of the Special Independent Counsel referred to above and may fully indemnify the Special Independent Counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement.

ARTICLE IX

Non-Exclusivity, Insurance, Subrogation

9.01 Non-Exclusivity. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation of the Company as amended and/or restated, the By-Laws of the Company as amended and/or restated, any agreement, a vote of stockholders or a resolution of directors, or otherwise; provided, that the terms and conditions of this Agreement shall be deemed to supersede the terms and conditions set forth in any prior agreement covering substantially the subject matter hereof between the Company and Indemnitee. No amendment, alteration, rescission or replacement of this Agreement or any provision hereof shall be effective as to Indemnitee with respect to any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration, rescission or replacement.

9.02 Insurance. The Company hereby covenants and agrees that, so long as Indemnitee shall continue to serve as a director, officer, employee, agent, trustee or fiduciary of the Company or any other Enterprise, and thereafter for at least six (6) years, the Company, shall use reasonable efforts to obtain and maintain in full force and effect directors' and officers' liability insurance that covers Indemnitee as an insured ("D&O Insurance") in reasonable amounts from established and reputable insurers. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Company determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, the coverage is reduced by exclusions so as to provide an insufficient benefit, or the Indemnitee is covered by similar insurance maintained by an affiliate of the Company. In the event that any action is instituted by Indemnitee under any D&O Insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, Indemnitee shall be entitled to be paid all Expenses incurred by Indemnitee with respect to such action, regardless of whether Indemnitee is ultimately successful in such action, and shall be entitled to the advancement of Expenses with respect to such action, unless as a part of such action a court of competent jurisdiction over such action determines that each of the material assertions made by Indemnitee as a basis for such action was not made in good faith or was frivolous.

9.03 Subrogation. In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

9.04 No Duplicative Payment. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement, Certificate of Incorporation of the Company as amended and/or restated, By-Laws of the Company as amended and/or restated or otherwise.

ARTICLE X

General Provisions

10.01 Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and Indemnitee's legal representatives, heirs, executors and administrators.

10.02 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

- (a) The validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and
- (b) To the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

10.03 No Adequate Remedy. The parties declare that it is impossible to measure in money the damages which will accrue to either party by reason of a failure to perform any of the obligations under this Agreement. Therefore, if either party shall institute any action or proceeding to enforce the provisions hereof, such party against whom such action or proceeding is brought hereby waives the claim or defense that the other party has an adequate remedy at law, and such party shall not urge in any such action or proceeding the claim or defense that the other party has an adequate remedy at law.

10.04 Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

10.05 Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

10.06 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if: (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed; (ii) sent by prepaid commercial overnight courier on the next business day after the date on which it is so delivered to such courier; or (iii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

If to Indemnitee, to:

As shown with Indemnitee's Signature below.

If to the Company, to:

Natural Health Trends Corp.
4514 Cole Avenue, Suite 1400
Dallas, TX 75205
Attention: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

10.07 Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without application of the conflict of laws principles thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NATURAL HEALTH TRENDS CORP.

By: _____
Name: _____
Title: _____

INDEMNITEE:

Signature
Name: _____
Address: _____

NATURAL HEALTH TRENDS CORP.

WORLDWIDE CODE OF BUSINESS CONDUCT

(Revised as of February 11, 2015)

Dear Employees, Officers and Directors:

Natural Health Trends Corp. and its subsidiaries (the “Company”) are committed to conducting their business activities with honesty, integrity and fairness in accordance with the highest ethical standards. Similarly, the Company depends on you, its employees, officers and directors, to be committed to the highest standards of business ethics and personal performance. In all our business transactions, it is our paramount goal to gain and maintain the confidence of the public, our distributors, suppliers, shareholders and others with whom we come in contact. You are obligated and expected to uphold this high ethical standard in every business activity you conduct. Any actions that might raise questions about our business ethics are unacceptable.

This Worldwide Code of Business Conduct has been created to provide a written guide for all of us to the principles and standards of conduct by which we at the Company conduct our business. We do not expect you to become a legal expert as a result of reading this Code. However, we do expect you to comply with the Code, to be generally aware of certain laws and regulations and to recognize sensitive issues. Most importantly, we expect you to ask questions and seek advice. Remember: It is *always* better to ask questions first to avoid problems later.

To help all of us comply with this Code, our Board of Directors has designated our Chief Financial Officer to perform the duties of the Company’s “chief compliance officer.” Any questions of applicability or interpretation should be addressed to this person at 972-241-4080 or compliance@nhtglobal.com.

This Code’s purpose is guidance. Please read it carefully and keep it continually in mind. If a situation arises, ever, whether it involves you directly, indirectly, or even not at all, which raises a question in your mind as to ethical or legal compliance, it is your obligation to communicate this to the appropriate Company personnel. Speak with your supervisor or, better yet, directly to the chief compliance officer.

Thank you for your cooperation. Our mutual commitment to the principles of ethical business conduct is an essential element to our success.

Sincerely,

/s/ Chris T. Sharnig

Chris T. Sharnig
President

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I. **Compliance**

Compliance with this Worldwide Code of Business Conduct (“Code”) is required of everyone who acts on behalf of Natural Health Trends Corp. or one of its subsidiaries (together, the “Company” or “Natural Health Trends Corp.”). That includes the Company’s directors, chief executive officer, chief financial officer, principal accounting officer or controller, and all other officers and employees of the Company. Anyone who violates our Code will be acting outside the scope of his or her employment (or agency) and will be subject to disciplinary action, up to and including termination of employment. Our Chief Financial Officer has been designated by the Board of Directors (the “Board”) to perform the duties of the Company’s chief compliance officer (the “chief compliance officer”) and oversee compliance with our Code and its policies and procedures. Any questions of applicability or interpretation should be addressed to this person at 972-241-4080 or compliance@nhtglobal.com.

If at any time you have an ethical concern or become aware of any conduct that violates -- or may violate -- our high ethical standards or any company policy, you should report such concern or conduct to your supervisor or to the chief compliance officer. See the section entitled “How To Report Violations” in Section VIII of this Code for more detail.

Each director, officer and employee will be asked to complete and submit an “Acknowledgment of Receipt” that you have received and read a copy of the Code and agree to comply with its requirements.

II. **Legal Matters**

A. **Compliance With Laws Generally**

The Company, and its directors, officers and employees, will abide by the letter and the spirit of all applicable laws and regulations, and will act in such a manner that the full disclosure of all facts related to any activity will always reflect favorably upon the Company.

The international business operations of Natural Health Trends Corp. may encounter local laws, customs and social standards that differ widely from U.S. practice. It is Company policy to abide by the national and local laws of the countries and markets in which we operate, unless prohibited by U.S. law. When local customs and business or social practices vary from the standards contained in this Code, it is permissible to conform to local customs and practices when necessary for the proper conduct of the Company’s business provided that it does not violate U.S. law, such as the Foreign Corrupt Practices Act (discussed below) and when approved by the chief compliance officer.

B. Antitrust and Competition Laws

Antitrust laws in the United States are designed to preserve and foster fair and honest competition within the free enterprise system. To accomplish this goal, the language of these laws is deliberately broad, prohibiting such activities as “unfair methods of competition” and agreements “in restraint of trade.” Such language gives enforcement agencies the right to examine many different business activities to judge their effect on competition.

The Company requires us to comply with the U.S. antitrust laws. The failure to do so can result in severe penalties for both the individuals involved and the Company

Outside of the United States, many countries and the European Union have competition laws that are similar to the U.S. antitrust laws. The Company also requires strict compliance with these laws.

There are two areas in which antitrust or competition violations most frequently occur -- relations with competitors and relations with customers and suppliers.

1. Relations with Competitors

The greatest danger for violations of the antitrust/competition laws rests in contacts with competitors. It is illegal to have an understanding with a competitor, expressed or implied, written or oral, that improperly restricts competition or interferes with the ability of the free market system to function properly.

A formal agreement with a competitor is not needed to prove a violation of the antitrust laws. A general discussion followed by common action often is enough to show that an agreement exists. In an investigation, every communication, written or oral, is subject to extreme scrutiny.

Communications with competitors should be avoided unless they concern a true customer-supplier relationship, other legitimate business ventures or permitted trade association activities. You must not engage in any communications with competitors that could result, or even appear to result, in price-fixing, allocation of customers or markets, boycotts, or production limits.

The antitrust laws do recognize, however, your need to be aware of market conditions, and you may discuss these with customers, suppliers, retailers, wholesalers and brokers, if they are not your competitors.

2. Relations with Customers and Suppliers

Generally speaking, a company has an unrestricted right to choose its customers and suppliers. However, a company may not improperly restrict a distributor’s freedom to establish its own prices or terms of resale. With respect to suppliers, we must avoid any agreement that sets the minimum price of resale by Natural Health Trends Corp. You should also avoid discussions with customers or distributors regarding Natural Health Trends Corp.’s supplying other customers or distributors or the prices charged to them.

If you have any questions about a specific business activity, consult with our chief compliance officer. *Remember that we want you to ask questions.*

C. Securities Trading and Non-Public Information

In the normal course of business, you may have access to information that would affect the value of the stock or other securities of the Company or another company. Until this information is publicly disclosed, it is considered material non-public information and must be kept confidential. Acting on this information for personal gain or disclosing it to anyone else before it has been released to the public violates federal law and Company policy.

Information is material if it would influence a reasonable person's decision to buy, sell or hold a company's stock or other securities. It includes, among other things, information about revenue, earnings, major contracts, possible dividend changes, as well as stock splits, new stock or bond offerings, significant acquisitions or divestitures, and major changes in management, corporate structure or policy. You may not trade while possessing this information, or disclose it to anyone else, including relatives, friends, co-workers or stockbrokers, until the information has been released publicly and the public has had time to react to the information.

Trading while in possession of material non-public information creates an unfair advantage over investors who do not have access to this information. Federal securities laws are designed to protect the investing public by prohibiting anyone with access to material non-public information from exploiting this advantage. Penalties for violations are severe and include criminal fines and imprisonment, payment to damaged investors of any profits made from trading on the information, and payment of civil penalties of up to three times the amount of profits made or losses avoided. In addition, the Company may be penalized for violations by its directors, officers and employees.

Although the nature of their duties means that some directors, officers and employees have greater access to non-public information than others do, the rules apply to anyone who has direct or indirect access to material non-public information. This includes everyone from officers and directors to secretaries who may type confidential memoranda or technical personnel who may work on new projects.

The following guidelines are intended to help you comply with the rules regarding non-public information:

- i) Material non-public information should be shared only with Company employees whose jobs require them to have the information.
- ii) Do not disclose sensitive or non-public information to anyone who is not an employee of the Company. The Company has standard procedures for the release of information to the public.
- iii) You should not buy or sell stock or other securities of Natural Health Trends Corp. or another company, or direct someone else to buy or sell these for you, when you possess material information about Natural Health Trends Corp. or such other company that has not been made public. After it has been made public, you cannot act on the information until the public has had time to react to the information.

Please refer to Natural Health Trend Corp.'s Insider Trading Policy for additional information, as well as the Company's Blackout Period Policy that prohibits certain Company insiders from trading during regular blackout periods and special blackout periods, and also imposes special reporting obligation for such insiders.

- iv) You should immediately notify the chief compliance officer, if you believe that you or anyone else has disclosed, even inadvertently, sensitive or non-public information relating to the Company to anyone who is not an employee of the Company. See the section entitled "How To Report Violations" in Section VIII of this Code for more detail.

D. The Foreign Corrupt Practices Act

It is a Federal offense under the Foreign Corrupt Practices Act ("FCPA") to offer, pay, promise, or authorize the payment of anything of value to any foreign government official, political party, or candidate for political office, for the purpose of influencing an act or decision to obtain, retain or direct business or securing any improper advantage. "Anything of value" includes money, debt forgiveness, gifts, entertainment and other goods or services of value. The FCPA applies to U.S. individuals, companies and businesses, including their controlled international subsidiaries. Any director, officer or employee of the Company, or any stockholder acting on behalf of the Company, who is convicted of violating the FCPA is subject to substantial fines and/or imprisonment. In addition, the Company may also be subject to substantial fines.

Any employee of Natural Health Trends Corp. who thinks a transaction may be illegal under the FCPA must report this to the chief compliance officer. See the section entitled "How To Report Violations" in Section VIII of this Code for more detail. All appropriate persons, including the reporting individual, will be informed as to how the issue is resolved. If the review procedure results in a favorable decision, the transaction may proceed.

III. **Information and Technology Management**

A. **Protection of Proprietary Information**

All Company employees must respect the proprietary information and trade secrets of our distributors and suppliers. New employees are not to divulge or use the proprietary information of their former employers. Company employees should not disclose any proprietary information of distributors or suppliers unless the release or disclosure is properly authorized by the individual or firm owning the information.

B. **Electronic Communications Policy**

All Company-provided equipment, software and communication systems, including without limitation voice mail, e-mail, Internet, file folders and personal computer systems, are the property of the Company and as such are provided to employees for business purposes only. The review, transmission, retrieval or storage of offensive, obscene or other inappropriate material via the Company's computing and communications systems, including the Internet and electronic mail, is strictly prohibited. The use of Company e-mail to send offensive or inappropriate statements, make solicitations, or divulge confidential information is also prohibited.

All communications made via the Company's property are considered records and property of the Company. Natural Health Trends Corp. reserves the right, in compliance with applicable laws, to monitor, access, copy, modify, disclose or delete the contents of messages sent or received over its systems, including Internet points of contact.

C. **Social Media**

When you participate in social media networking sites, such as Twitter, Facebook and blogs, you're representing yourself as well as the Company. While the Company doesn't restrict your activities on social media networking sites, your use of social media can pose risks to the Company and the Company's confidential information, intellectual property, reputation and brand. Your social media use also can run afoul of applicable laws and regulations.

To minimize the business and legal risks associated with your social media use, and to ensure that you use social networking sites for appropriate business purposes, you should, among other responsible behaviors:

- Maintain confidentiality regarding the Company, our suppliers and the work that we do with them
- Be respectful and use common sense

- Abide by laws that restrict online content
- Identify yourself – when you post to personal networking sites and speak about your job or the Company generally, identify yourself as a Company employee and use a disclaimer that states that your views do not reflect the views of the Company (e.g., “The opinions expressed on this site are my own and do not necessarily represent the views of the Company”).

IV. **Finance and Accounting**

A. **Accuracy of Company Records**

Natural Health Trends Corp. business transactions worldwide must be properly authorized and be completely and accurately recorded in the Company’s books and records in accordance with generally accepted accounting practice and established Company financial policies and procedures. Budget proposals and economic evaluations must fairly represent all information relevant to the decision being requested or recommended. No false, artificial or misleading entries in the books and records of the Company, domestic or foreign, shall be made for any reason and no employee shall engage in any arrangement that results in such prohibited acts. The retention or proper disposal of Company records shall be in accordance with established Natural Health Trends Corp. financial policies and applicable statutory and legal requirements.

B. **Authorization Systems**

The Company has established a financial approval system that defines and limits the authority of employees to commit or obligate the Company with respect to any agreement or transaction that has financial consequences. The finance department maintains and monitors compliance with the system. You are required to understand your financial approval authority and to ensure that you do not exceed your authority.

V. **Public Reporting**

As a public company, the Company files reports and other documents with the Securities and Exchange Commission (“SEC”) and the stock exchange on which our securities trade. The Company also issues press releases and makes other public statements that include financial and other information about our business, financial condition and results of operations. The Company endeavors to make full, fair, accurate, timely and understandable disclosure in reports and documents that are filed with, or submitted to, the SEC and in press releases and public communications.

The Company requires cooperation and open communication with its internal accounting staff and outside auditors. It is illegal to take any action to fraudulently influence, coerce, manipulate or mislead any internal accounting staff or external auditor engaged in the performance of an audit of the Company’s financial statements.

The laws and regulations applicable to filings made with the SEC, including those applicable to accounting matters, are complex. While the ultimate responsibility for the information included in these reports rests with senior management, numerous other employees participate in the preparation of these reports or provide information included in these reports. The Company maintains disclosure controls and procedures to ensure that the information included in the reports that are filed with, or submit to, the SEC is collected and communicated to senior management in order to permit timely disclosure of the required information.

If you are requested to provide, review or certify information in connection with applicable disclosure controls and procedures, you must provide the requested information or otherwise respond in a full, accurate and timely manner. Moreover, even in the absence of a specific request, you should report any significant information that you believe should be considered for disclosure in our reports to the SEC to your supervisor or a more senior manager.

If you have questions or are uncertain as to how applicable disclosure controls and procedures may apply in a specific circumstance, promptly contact your supervisor or a more senior manager. You are encouraged to ask questions and seek advice. Additional information regarding how to report your questions or concerns (including on a confidential, anonymous basis) is included below in this Code in Section VIII under the heading “How to Report Violations.”

VI. Conflicts of Interest

Each employee, officer and director of the Company must conduct the business affairs of the Company in the best interests of the Company and should therefore avoid situations where their private interests interfere in any way with the Company’s interests. We need to be especially sensitive to situations that have even the appearance of impropriety and promptly report them to a supervisor, or if appropriate, a more senior manager. If you believe that a transaction, relationship or other circumstance creates or may create a conflict of interest, you should promptly report this concern. Conflicts of interest are prohibited as a matter of Company policy, except under guidelines approved by the Board or a committee of the Board. As further described below, any waiver of this conflict of interest policy for a director or executive officer must be approved in writing by our Board, and any such waiver should be disclosed as required in a report filed with the SEC within four days of the waiver.

VII. Where to Find More Information

This Code is a summarized version of many policies and laws and does not cover all situations. Any questions of applicability or interpretation should be addressed to the chief compliance officer at 972-241-4080 or compliance@nhtglobal.com.

VIII. **How to Report Violations**

It is each employee's personal and professional responsibility to promptly bring violations or suspected violations of the Code to the attention of their supervisor or to the chief compliance officer. To report conduct you suspect to be illegal or unethical or in violation of any Code policy, talk to your supervisor or the chief compliance officer. You may contact the chief compliance officer in any of the following ways:

Telephone: 972-241-4080

E-mail: compliance@nhtglobal.com

Mail: Company Headquarters in Dallas, Texas, USA (see address on-line at <http://naturalhealthtrends.com/contact.asp?Nav=com>)

If you would like to report a violation or suspected violation that involves the chief compliance officer, please send your report by e-mail directly to the Chairman of the Audit Committee of the Board at audit.chair@nhtglobal.com or by mail to Chairman of the Audit Committee of the Board at the Company's Headquarters.

The Company encourages its employees to promptly report or question any conduct that may violate the company's ethical standards. Therefore, no employee will suffer any retribution in connection with any good faith reporting, and your identity will not be disclosed without your permission.

IX. **Waivers**

Only the Company's Board may waive a provision of this Code for our executive officers or directors, and any waiver should be disclosed as required in a report filed with the SEC within four business days after the waiver. Waivers of this Code for any other employee may be made only by the chief compliance officer, and then only under special circumstances.

X. **Acknowledgement of Receipt**

The following page contains the Acknowledgement of Receipt form that you should read, sign and return to the attention of chief compliance officer at the Company's Headquarters in Dallas, Texas, USA (see address on-line at <http://naturalhealthtrends.com/contact.asp?Nav=com>).

Natural Health Trends Corp. and Subsidiaries (“NHTC”)

Acknowledgement of Receipt of Worldwide Code of Business Conduct

By signing below, I acknowledge and understand that as an employee of NHTC, it is my responsibility to read the Worldwide Code of Business Conduct (the “Code”) and familiarize myself with the information contained in it. I understand that the Code will be periodically updated and revisions and amendments will be made available to all employees via e-mail. A current version of the Worldwide Code of Business Conduct will be available on the Company’s website. I understand that it is my responsibility to comply with the policies contained in the Code and any revisions to it and that I should consult my supervisor or the chief compliance officer concerning any questions I may have about the Code.

I further understand that the Code supersedes any previously issued policies or procedures. I understand that the policies and procedures described in the Code are subject to change at the sole discretion of NHTC at any time.

Employee’s Signature

Date

Employee’s Printed Name

PLEASE REMOVE THIS PAGE, SIGN IT AND RETURN IT TO:

**Chief Compliance Officer
Natural Health Trends Corp.
Email: compliance@nhtglobal.com**

You may also mail it to the Chief Compliance Officer at the Company’s Headquarters in Dallas, Texas (see address on-line at <http://naturalhealthtrendscorp.com/contact.asp?Nav=com>)

Company Contact

Scott Davidson
Chief Financial Officer
Natural Health Trends Corp.
Tel: 972-241-4080
scott.davidson@nhtglobal.com

Investor Contact

Brett Maas
Managing Partner
Hayden IR
Tel: 646-536-7331
brett@haydenir.com

FOR IMMEDIATE RELEASE**NHTC Approved for Nasdaq Capital Markets Listing; Expands Board**

Trading Scheduled to Commence on February 17, 2015

DALLAS, TX, February 12, 2015 -- Natural Health Trends Corp. (OTCQB: NHTC), a leading direct selling company that markets premium quality personal care, wellness and “quality of life” products under the NHT Global brand, today announced that its shares of common stock have been approved for listing on the Nasdaq Capital Market. Trading on the Nasdaq Capital Market is expected to commence on Tuesday, February 17, 2015, and the Company’s common stock will continue to trade under the symbol “NHTC.” The Company’s common stock will remain on the OTCQB until it transitions to Nasdaq.

In connection with the Company’s Nasdaq listing approval, the Company’s Board of Directors was expanded to provide for five directors, and Kin Y. Chung and Christopher R. O’Brien were elected to fill the newly-created vacancies. Mr. Chung is recently retired from Bioherb Technology Company, Ltd., a private Hong Kong company that served as an importing company for food and food manufacturing products, which Mr. Chung founded and for which he served as President. Mr. O’Brien is a principal with the national law firm, Polsinelli LLP, where he specializes in corporate law. Both Messrs. Chung and O’Brien qualify as “independent directors” under the Nasdaq Marketplace Rules.

“We are honored to be uplisted to the Nasdaq Capital Market and to add Messrs. Chung and O’Brien to our Board,” commented Chris Sharnig, President of Natural Health Trends Corp. “The transition to Nasdaq underscores the strength of our business as a global provider of premium personal care, wellness and ‘quality of life’ products. We believe this move will support our evolution as a public company, increase our visibility to the institutional investment community, provide greater access to capital, enhance trading liquidity of our common stock and broaden awareness of our brand.” Mr. Sharnig added that “Kin Chung and Chris O’Brien bring outstanding backgrounds and experience to our Board, and I have no doubt they will make important contributions to the Company.”

In addition to the cash compensation payable to Messrs. Chung and O’Brien in their capacity as non-employee directors of Natural Health Trends Corp., they each were granted 3,058 shares of the Company’s restricted stock. These shares of restricted stock will vest on a quarterly basis over a three-year period. The grant of shares of restricted stock to the Company’s non-employee directors is designed to further align the interests of the Company’s directors and stockholders.

About Natural Health Trends Corp.

Natural Health Trends Corp. is an international direct-selling and e-commerce company operating through its subsidiaries throughout Asia, North America, and Europe. The company markets premium quality personal care, wellness and “quality of life” products under the NHT Global brand. Additional information can be found on the company's website, www.naturalhealthtrends.com.

Forward Looking Statement

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995 -- Forward-looking statements in this release do not constitute guarantees of future performance. Such forward-looking statements are subject to risks and uncertainties that could cause our actual results to differ materially from those anticipated. Such risks and uncertainties include the risks and uncertainties detailed under the caption "Risk Factors" in our Annual Report on Form 10-K filed on March 7, 2014, with the Securities and Exchange Commission. We assume no obligation to update any forward-looking information contained in this press release or with respect to the announcements described herein.

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