

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **December 16, 2009**

MANNATECH, INCORPORATED
(Exact Name of Registrant as Specified in its Charter)

Texas
(State or other Jurisdiction of
Incorporation or Organization)

000-24657
(Commission File Number)

75-2508900
(I.R.S. Employer Identification No.)

600 S. Royal Lane, Suite 200
Coppell, Texas 75019
(Address of Principal Executive Offices, including Zip Code)

Registrant's Telephone Number, including Area Code: **(972) 471-7400**

(Former name or former address, if change since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17CFR 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.

On December 16, 2009, Mannatech, Incorporated (“Mannatech”) entered into a Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech and Stephen D. Fenstermacher, Mannatech’s Co-Chief Executive Officer and Chief Financial Officer. The amendment amends the Employment Agreement, effective as of October 5, 2007, as amended by the Second Amendment to Employment Agreement, dated as of December 18, 2008, by and between Mannatech and Mr. Fenstermacher, to change Mr. Fenstermacher’s title from “Executive Vice President and Chief Financial Officer” to “Co-Chief Executive Officer and Chief Financial Officer.” Mr. Fenstermacher shall report directly the Board of Directors of the Company (the “Board”) and shall perform such other services, duties and responsibilities commensurate with Mr. Fenstermacher’s position as may from time to time be assigned by the Board and/or the Audit Committee of the Board. All other terms and conditions of the employment agreement remain in full force and effect. *A copy of the amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.*

On December 16, 2009, Mannatech entered into a Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech and Robert A. Sinnott, Ph.D, Mannatech’s Co-Chief Executive Officer and Chief Science Officer. The amendment amends the Employment Agreement, effective as of October 5, 2007, as amended by the Second Amendment to Employment Agreement, dated as of December 18, 2008, by and between Mannatech and Dr. Sinnott, to change Dr. Sinnott’s title from “Senior Vice President and Chief Science Officer” to “Co-Chief Executive Officer and Chief Science Officer.” Dr. Sinnott shall report directly the Board and shall perform such other services, duties and responsibilities commensurate with Dr. Sinnott’s position as may from time to time be assigned by the Board and/or the Audit Committee of the Board. All other terms and conditions of the employment agreement remain in full force and effect. *A copy of the amendment is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.*

On December 16, 2009, Mannatech entered into a Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech and B. Keith Clark, Mannatech’s Executive Vice President and Chief Legal Officer. The amendment amends the Employment Agreement, effective as of October 5, 2007, as amended by the First Amendment to Employment Agreement, dated as of December 18, 2008, by and between Mannatech and Mr. Clark, to change Mr. Clark’s title from “Senior Vice President, Global Chief Legal Officer, and Corporate Secretary” to “Executive Vice President and Chief Legal Officer.” All other terms and conditions of the employment agreement remain in full force and effect. *A copy of the amendment is attached as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.*

On December 16, 2009, Mannatech entered into a First Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech and Randy S. Bancino, Mannatech’s President Global Business Operations and Expansion. The amendment amends the Employment Agreement, effective as of March 2, 2009, by and between Mannatech and Mr. Bancino, to change Mr. Bancino’s title from “Senior Vice President, Global Business Operations” to “President Global Business Operations and Expansion.” All other terms and conditions of the employment agreement remain in full force and effect. *A copy of the amendment is attached as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.*

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

See disclosure under Item 1.01 of this report, which is incorporated by reference in this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Exhibit
10.1*	Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech, Incorporated and Stephen D. Fenstermacher.
10.2*	Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech, Incorporated and Robert A. Sinnott, Ph.D.
10.3*	Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech, Incorporated and B. Keith Clark.
10.4*	First Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech, Incorporated and Randy S. Bancino.

*Filed herewith.

SIGNATURE

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.

MANNATECH, INCORPORATED

Dated: December 18, 2009

By: /s/ *Stephen D. Fenstermacher*
Stephen D. Fenstermacher
Co-Chief Executive Officer and Chief Financial
Officer

EXHIBIT INDEX

Exhibit Number

Exhibit

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10.3*	Second Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech, Incorporated and B. Keith Clark.
10.4*	First Amendment to Employment Agreement, dated as of December 16, 2009, by and between Mannatech, Incorporated and Randy S. Bancino.

*Filed herewith.



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Amendment"), dated as of December 16, 2009, is entered into by and between Mannatech, Incorporated (the "Company") and Stephen D. Fenstermacher ("Employee").

RECITALS

This Second Amendment amends that certain Employment Agreement, effective as of October 5, 2007, together with the First Amendment to Employment Agreement, effective as of December 18, 2008, by and between the Company and Employee (the "Amended Employment Agreement").

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sections 1.2, 3.1(a), 4.3 and 5.3 of the Amended Employment Agreement are hereby amended and restated in their entirety to read as follows:

"1.2 Office and Duties. The Employee shall serve as Co-Chief Executive Officer and Chief Financial Officer of the Company, with the authority, duties and responsibilities described herein and those customarily incident to such office. The Employee shall report directly to the Board of Directors of the Company (the "Board") and shall perform such other services, duties and responsibilities commensurate with Employee's position as may from time to time be assigned to Employee by the Board and/or the Audit Committee of the Board."

"3.1 Base Salary.

...

a. Employee's performance and salary shall be reviewed by the Board and the Compensation Committee annually in accordance with the Company's annual performance review process."

"4.3 Protection of Confidential Information. Both during and after the Employment Period, the Employee shall not in any manner, directly or indirectly: (i) appropriate, download, print, copy, remove, use, disclose, divulge, or communicate Confidential Information to any Person, including (without limitation) originals or copies of any Confidential Information, in any media or format, except for the Company's benefit within the course and scope of the Employee's employment or with the prior written consent of the Board; or (ii) take or encourage any action which would circumvent, interfere with or otherwise diminish the value or benefit of Confidential Information to the Company. The Employee agrees to use Employee's best efforts and utmost diligence to protect and safeguard the Confidential Information as prescribed in this Section 4."

"5.3 Disclosure and Cooperation. The Employee shall promptly disclose Work Product to the Board and perform all actions reasonably requested by the Company (whether during or after the Employment Period) to establish and confirm the ownership and proprietary interest of any of the Company Parties in any Work Product (including, without limitation, the execution of assignments, consents, powers of attorney, applications and other instruments). The Employee agrees to assist the Company in obtaining any patent for, copyright on or other intellectual-property protection for the Work Product, and to execute and deliver or otherwise provide such documentation and provide such other assistance as is necessary to or reasonably requested by the Company or its agents or counsel to obtain such patent, copyright, or other protection. The Employee shall maintain adequate written records of the Work Product, in such format as may be specified by the Company, and make such records available to, as the sole property of, the Company at all times. The Employee shall not file any patent or copyright applications related to any Work Product except with the written consent of the Board."

2. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. This Second Amendment and the Amended Employment Agreement and the documents referred to herein and therein constitute the entire agreement among the parties and supersede in all respects any other agreement or understanding among the parties. No party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

4. In case any one or more of the provisions contained in this Second Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Second Amendment shall be governed by, and enforced and construed under, the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

COMPANY:

MANNATECH, INCORPORATED

By: /s/Robert A. Sinnott

Robert A. Sinnott, Co-Chief Executive Officer and Chief Science Officer

EMPLOYEE:

/s/ Stephen D. Fenstermacher

Stephen D. Fenstermacher, Co-Chief Executive Officer and Chief Financial Officer



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Amendment"), dated as of December 16, 2009, is entered into by and between Mannatech, Incorporated (the "Company") and Robert A. Sinnott, Ph.D. ("Employee").

RECITALS

This Second Amendment amends that certain Employment Agreement, effective as of October 5, 2007, together with the First Amendment to Employment Agreement, effective as of December 18, 2008, by and between the Company and Employee (the "Amended Employment Agreement").

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sections 1.2, 3.1(a), 4.3 and 5.3 of the Amended Employment Agreement are hereby amended and restated in their entirety to read as follows:

"1.2 Office and Duties. The Employee shall serve as Co-Chief Executive Officer and Chief Science Officer of the Company, with the authority, duties and responsibilities described herein and those customarily incident to such office. The Employee shall report directly to the Board of Directors of the Company (the "Board") and shall perform such other services, duties and responsibilities commensurate with Employee's position as may from time to time be assigned to Employee by the Board."

"3.1 Base Salary.

...

a. Employee's performance and salary shall be reviewed by the Board and the Compensation Committee annually in accordance with the Company's annual performance review process."

"4.3 Protection of Confidential Information. Both during and after the Employment Period, the Employee shall not in any manner, directly or indirectly: (i) appropriate, download, print, copy, remove, use, disclose, divulge, or communicate Confidential Information to any Person, including (without limitation) originals or copies of any Confidential Information, in any media or format, except for the Company's benefit within the course and scope of the Employee's employment or with the prior written consent of the Board; or (ii) take or encourage any action which would circumvent, interfere with or otherwise diminish the value or benefit of Confidential Information to the Company. The Employee agrees to use Employee's best efforts and utmost diligence to protect and safeguard the Confidential Information as prescribed in this Section 4."

"5.3 Disclosure and Cooperation. The Employee shall promptly disclose Work Product to the Board and perform all actions reasonably requested by the Company (whether during or after the Employment Period) to establish and confirm the ownership and proprietary interest of any of the Company Parties in any Work Product (including, without limitation, the execution of assignments, consents, powers of attorney, applications and other instruments). The Employee agrees to assist the Company in obtaining any patent for, copyright on or other intellectual-property protection for the Work Product, and to execute and deliver or otherwise provide such documentation and provide such other assistance as is necessary to or reasonably requested by the Company or its agents or counsel to obtain such patent, copyright, or other protection. The Employee shall maintain adequate written records of the Work Product, in such format as may be specified by the Company, and make such records available to, as the sole property of, the Company at all times. The Employee shall not file any patent or copyright applications related to any Work Product except with the written consent of the Board."

2. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. This Second Amendment and the Employment Agreement and the documents referred to herein and therein constitute the entire agreement among the parties and supersede in all respects any other agreement or understanding among the parties. No party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

4. In case any one or more of the provisions contained in this Second Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Second Amendment shall be governed by, and enforced and construed under, the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

COMPANY:

MANNATECH, INCORPORATED

By: /s/ Stephen D. Fenstermacher

Stephen D. Fenstermacher, Co-Chief Executive Officer and Chief Financial Officer

EMPLOYEE:

/s/ Robert A. Sinnott

Robert A. Sinnott, Co-Chief Executive Officer and Chief Science Officer



SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Amendment"), dated as of December 16, 2009, is entered into by and between Mannatech, Incorporated (the "Company") and B. Keith Clark ("Employee").

RECITALS

This Second Amendment amends that certain Employment Agreement, effective as of October 5, 2007, together with the First Amendment to Employment Agreement, effective as of December 18, 2008, by and between the Company and Employee (the "Amended Employment Agreement").

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The first sentence of Section 1.2 of the Amended Employment Agreement is hereby amended and restated in its entirety to read as follows:

"The Employee shall serve as Executive Vice President and Chief Legal Officer of the Company, with the authority, duties and responsibilities described herein and those customarily incident to such office. "

2. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. This Second Amendment and the Amended Employment Agreement and the documents referred to herein and therein constitute the entire agreement among the parties and supersede in all respects any other agreement or understanding among the parties. No party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

4. In case any one or more of the provisions contained in this Second Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Second Amendment shall be governed by, and enforced and construed under, the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

COMPANY:

MANNATECH, INCORPORATED

By: /s/ Stephen D. Fenstermacher

Stephen D. Fenstermacher, Co-Chief Executive Officer and Chief Financial Officer

EMPLOYEE:

/s/ B. Keith Clark

B. Keith Clark

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "First Amendment"), dated as of December 16, 2009, is entered into by and between Mannatech, Incorporated (the "Company") and Randy S. Bancino ("Employee").

RECITALS

This First Amendment amends that certain Employment Agreement, effective as of March 2, 2009, by and between the Company and Employee (the "Employment Agreement").

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The first sentence of Section 1.2 of the Amended Employment Agreement is hereby amended and restated in its entirety to read as follows:

"The Employee shall serve as President Global Business Operations and Expansion of the Company, with the authority, duties and responsibilities described herein and those customarily incident to such office."
2. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. This First Amendment and the Amended Employment Agreement and the documents referred to herein and therein constitute the entire agreement among the parties and supersede in all respects any other agreement or understanding among the parties. No party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.
4. In case any one or more of the provisions contained in this First Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This First Amendment shall be governed by, and enforced and construed under, the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

COMPANY:

MANNATECH, INCORPORATED

By: /s/ Robert A. Sinnott

Robert A. Sinnott, Co-Chief Executive Officer and Chief Science Officer

EMPLOYEE:

/s/ Randy S. Bancino

Randy S. Bancino, President Global Business Operations and Expansion
