

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

**FORM S-8
REGISTRATION STATEMENT***UNDER
THE SECURITIES ACT OF 1933***MANNATECH, INCORPORATED**

(Exact name of Registrant as specified in its charter)

Texas
(State or other jurisdiction of
incorporation or organization)2833
(Primary Standard Industrial
Classification Code Number)75-2508900
(I.R.S. Employer
Identification Number)600 S. Royal Lane, Suite 200
Coppell, Texas 75019

(Address, including zip code, telephone number, including area code, of Registrant's principal executive offices)

Mannatech, Incorporated
2008 Stock Incentive Plan
(Full title of the plans)Wayne L. Badovinus
Chief Executive Officer
Mannatech, Incorporated
600 S. Royal Lane, Suite 200
Coppell, Texas 75019
(972) 471-7400

(Name and address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
J. Kenneth Menges, Jr., P.C.
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201-4675
Telephone: (214) 969-2800
Facsimile (214) 969-4343**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock, par value \$0.0001 per share	1,000,000	\$5.49	\$5,490,000	\$215.76

- (1) These shares are issuable under the Mannatech, Incorporated 2008 Stock Incentive Plan upon the exercise of options or the vesting of restricted stock awards. The maximum aggregate number of shares of common stock that may be issued under the 2008 Stock Incentive Plan is 1,738,910 shares, which includes (i) 1,000,000 newly authorized shares of common stock, (ii) 98,394 shares of common stock reserved for issuance under the Mannatech, Incorporated 2000 Amended and Restated Incentive Stock Option Plan but not subject to issued awards, all of which shares were previously registered on the Registration Statement on Form S-8, File No. 333-47752, filed on October 11, 2000, and (iii) up to 640,516 shares of common stock underlying awards existing as of the date hereof and granted prior to the effective date of the 2008 Stock Incentive Plan under the Mannatech, Incorporated Amended and Restated Incentive 2000 Stock Option Plan, in the event that such awards expire, are forfeited or terminate for any reason without having been exercised in full, all of which shares were previously registered on the Registration Statement on Form S-8, File No. 333-47752, filed on October 11, 2000. Pursuant to Rule 416, this Registration Statement also includes an indeterminable number of additional shares that may become issuable pursuant to the antidilution adjustment provisions of the Mannatech, Incorporated 2008 Stock Incentive Plan.
- (2) Pursuant to Rule 457(c) and (h), and solely for the purpose of calculating the applicable registration fee, the proposed maximum offering price per share for the common stock to be registered hereunder has been calculated based upon the average of the high and low sales prices of Mannatech, Incorporated's common stock on August 22, 2008, as quoted on The Nasdaq Global Market.

EXPLANATORY NOTE

The purpose of this registration statement on Form S-8 (the “**Registration Statement**”) is to register a total of 1,000,000 shares of common stock, par value \$0.0001 per share (the “**Common Stock**”), of Mannatech, Incorporated, a Texas corporation (the “**Company**”), for offer and sale under the Company’s 2008 Stock Incentive Plan (the “**2008 Plan**”). The maximum aggregate number of shares of Common Stock that may be issued under the 2008 Plan is 1,738,910 shares, which includes (i) 1,000,000 newly authorized shares of common stock, (ii) 101,319 shares of common stock (“**Existing Plan Shares**”) reserved for issuance under the Mannatech, Incorporated 2000 Amended and Restated Incentive Stock Option Plan (the “**Existing Plan**”) but not subject to issued awards, and (iii) up to 637,591 shares of common stock underlying awards existing as of the date hereof (“**Existing Plan Awards**”) but granted prior to the effective date of the 2008 Plan under the Existing Plan, to the extent that any such Existing Plan Awards expire, are forfeited or terminate for any reason without having been exercised in full. All of the Existing Plan Shares were previously registered on the Registration Statement on Form S-8, File No. 333-47752, filed on October 11, 2000 (the “**2000 Plan Registration Statement**”). All of the shares underlying the Existing Plan Awards were previously registered on the 2000 Plan Registration Statement. The prospectus referred to in Part I of this Registration Statement is a combined prospectus for purposes of Rule 429 of the Securities Act of 1933, as amended, or the Securities Act, and relates to this Registration Statement and the 2000 Plan Registration Statement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of this Registration Statement will be sent or given to the Company’s officers, employees, consultants and directors, as specified by Rule 428(b)(1) promulgated under the Securities Act. Such documents need not be filed with the Securities and Exchange Commission, or the SEC, either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 promulgated under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3, Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirement of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the SEC are incorporated herein by reference, other than those furnished pursuant to Item 2.02 or Item 7.01 of Current Reports on Form 8-K:

- (a) Annual Report on Form 10-K for the year ended December 31, 2007, as filed by the Company with the SEC on March 17, 2008;
- (b) Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2008, as filed by the Company with the SEC on May 12, 2008;
- (c) Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2008, as filed by the Company with the SEC on August 11, 2008;
and
- (d) The following Current Reports on Form 8-K filed by the Company with the SEC since December 31, 2007:
 - (1) Current Report on Form 8-K, as filed by the Company with the SEC on January 29, 2008;
 - (2) Current Report on Form 8-K, as filed by the Company with the SEC on February 27, 2008;
 - (3) Current Report on Form 8-K, as filed by the Company with the SEC on March 24, 2008;

- (4) Current Report on Form 8-K, as filed by the Company with the SEC on March 26, 2008;
- (5) Current Report on Form 8-K, as filed by the Company with the SEC on May 5, 2008;
- (6) Current Report on Form 8-K, as filed by the Company with the SEC on May 8, 2008;
- (7) Current Report on Form 8-K, as filed by the Company with the SEC on June 9, 2008;
- (8) Current Report on Form 8-K, as filed by the Company with the SEC on June 13, 2008;
- (9) Current Report on Form 8-K, as filed by the Company with the SEC on June 20, 2008;
- (10) Current Report on Form 8-K, as filed by the Company with the SEC on June 24, 2008;
- (11) Current Report on Form 8-K, as filed by the Company with the SEC on July 11, 2008; and
- (12) Current Report on Form 8-K, as filed by the Company with the SEC on July 14, 2008.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, excluding any information furnished pursuant to any Current Report on Form 8-K, prior to the filing of a post-effective amendment to the Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein, as the case may be, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 6. Indemnification of Officers and Directors.

The following summary is qualified in its entirety by reference to the Texas Business Corporation Act (the “*TBCA*”) and the Company’s Amended and Restated Articles of Incorporation and Fourth Amended and Restated Bylaws, as amended by that certain First Amendment to Fourth Amended and Restated Bylaws, each of which contain provisions for indemnification of the Company’s directors and officers.

Texas Law

Article 2.02-1 of the TBCA provides generally that a person sued as a director, officer, employee or agent of a corporation, or while serving at the request of the corporation as a director, officer, partner, employee, agent, or similar functionary of another enterprise, may be indemnified by the corporation against judgments, penalties, fines, settlements and reasonable expenses if it is determined that such person has conducted himself in good faith and reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation’s best interests, and in all other cases, that his conduct was at least not opposed to the corporation’s best interests and, in the case of any criminal proceeding, that such person had no reasonable cause to believe his conduct was unlawful. The TBCA provides that a corporation may advance expenses incurred by an officer or director in defending a suit or other similar proceeding. A Texas corporation is also permitted to indemnify and advance expenses to officers, employees and agents who are not directors to such extent as may be provided by its articles of incorporation, bylaws, action of board of directors, a contract, or required by common law. Indemnification of a person found liable to the corporation or found liable on the basis that personal benefit was improperly received by him is limited to reasonable expenses actually incurred by the person in connection with the proceeding and shall not be made if the person is found liable for willful or intentional misconduct in the performance of his duty to the corporation. Indemnification is mandatory, however, in the case of such person being wholly successful, on the merits or otherwise, in the defense of the proceeding.

Article 2.02-1 of the TBCA also authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, employee agent or similar functionary of another entity or enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against that liability under Article 2.02-1.

Article 1302-7.06 of the Texas Miscellaneous Corporation Laws Act, or TMCLA, provides that a corporation 's articles of incorporation may limit or eliminate a director's liability for monetary damages to the corporation or its shareholders for an act or omission in the director's capacity as a director, except that no limitation or elimination of liability is permitted to the extent the director is found liable for a breach of the duty of loyalty, an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, a transaction involving an improper personal benefit to the director, or an act or omission for which liability is expressly provided by an applicable statute.

Bylaws and Articles of Incorporation

The Company's articles of incorporation and bylaws provide for indemnification of its officers and directors to the fullest extent permitted by the TBCA. In addition, consistent with the TMCLA, the Company's articles of incorporation provide that a Company director shall not be liable to the Company or its shareholders for monetary damages for an act or omission in a director's capacity as a director of the Company.

The right to indemnification conferred by the Company's bylaws includes the right to be paid or reimbursed by the Company for expenses incurred in defending or otherwise participating in any proceeding of the type eligible for indemnification in advance of such proceeding's final disposition, provided, however, that any such advancement of expenses incurred by an officer or director of the Company will be made only upon delivery to the Company of a written affirmation, by or on behalf of such officer or director, of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under the Company's bylaws and a written undertaking to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified for such expenses under the Company's bylaws or otherwise. The Company will pay or reimburse expenses incurred by a director or officer in connection with his or her appearance as a witness or other participation in a proceeding at a time when he or she is not a named defendant or respondent in the proceeding.

The rights to indemnification provided by the Company's bylaws and articles of incorporation will not be deemed exclusive of any other rights which any person entitled to indemnification by the Company's bylaws or articles of incorporation may have or hereafter acquire under law (common or statutory), the Company's articles of incorporation, the Company's bylaws, an agreement, vote of stockholders or disinterested directors or otherwise.

Any repeal or amendment of provisions of the Company's bylaws or articles of incorporation affecting indemnification rights, whether by the Company's stockholders or by changes in applicable law, or the adoption of any other provisions inconsistent therewith, will (unless otherwise required by law) be prospective only, and will not in any way diminish or adversely affect any indemnification right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Pursuant to the Company's bylaws, the Company may purchase and maintain insurance, to the extent permitted by the TBCA, to protect itself and any person who is or was serving as a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, partner, trustee, employee or agent of another corporation, partnership, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the Company's bylaws.

Indemnification Agreements

The Company has entered into individual indemnification agreements with each of its directors that contractually obligate the Company to indemnify each director from and against any and all expenses actually and

reasonably incurred by the director in connection with any threatened, pending or completed action, suit or proceeding in which the director was made a party by reason of the fact that the director is or was a director of the Company to the fullest extent authorized and permitted by the provisions of the TBCA and the Company's bylaws and articles of incorporation, or by any amendment thereof.

The individual indemnification agreements with each of the Company's directors also provide that, to the extent that the Company maintains one or more insurance policy or policies providing directors' and officers' liability insurance, each director will be covered by such policy or policies in accordance with the terms of such policy or policies, to the maximum extent of the coverage applicable to any director then serving the Company.

Item 8. Exhibits.

See Index to Exhibits, attached hereto.

Item 9. Undertakings.

(a) The Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as

expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Coppell, State of Texas on August 26, 2008.

MANNATECH, INCORPORATED

By: /s/ Wayne L. Badovinus
Wayne L. Badovinus
Chief Executive Officer

POWER OF ATTORNEY

The undersigned directors and officers of Mannatech, Incorporated do hereby constitute and appoint Wayne L. Badovinus his or her true and lawful attorney-in-fact and agent, with full power of substitution, for him or her, and in his or her name, place and stead, in any and all capacities, to sign the Registration Statement filed herewith and any and all amendments (including post-effective amendments) to the Registration Statement, with all exhibits thereto and all documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or her might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the listed capacities on August 26, 2008:

<u>Name</u>	<u>Title</u>
<u>/s/ Wayne L. Badovinus</u> Wayne L. Badovinus	Chief Executive Officer, President and Director (Principal Executive Officer)
<u>/s/ Stephen D. Fenstermacher</u> Stephen D. Fenstermacher	Chief Financial Officer and Senior Vice President (Principal Financial and Principal Accounting Officer)
<u>/s/ Samuel L. Caster</u> Samuel L. Caster	Chairman of the Board
<u>/s/ J. Stanley Fredrick</u> J. Stanley Fredrick	Lead Director
<u>/s/ Patricia A. Wier</u> Patricia A. Wier	Director
<u>/s/ Alan D. Kennedy</u> Alan D. Kennedy	Director
<u>/s/ Gerald E. Gilbert</u> Gerald E. Gilbert	Director

/s/ Robert C. Blattberg, Ph.D Director
Robert C. Blattberg, Ph.D

/s/ Marlin Ray Robbins Director
Marlin Ray Robbins

/s/ Larry A. Jobe Director
Larry A. Jobe

/s/ Robert A. Toth Director
Robert A. Toth

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
4.1	Specimen Certificate for Shares of Common Stock (incorporated by reference to Exhibit 4.1 to Amendment No. 2 to the Registration Statement on Form S-1, File No. 333-125405, filed by the Company with the SEC on August 2, 2005).
*5.1	Opinion of Akin, Gump, Strauss, Hauer & Feld, L.L.P.
10.1	2008 Stock Incentive Plan (incorporated by reference to Appendix B to the Company's Proxy Statement, filed by the Company with the SEC on April 29, 2008).
*10.2	Form of Restricted Stock Award Agreement
*10.3	Form of Stock Option Agreement
*23.1	Consent of Akin, Gump, Strauss, Hauer & Feld, L.L.P. (included in Exhibit 5.1 filed herewith).
*23.2	Consent of BDO Seidman, LLP.
*23.3	Consent of Grant Thornton LLP.
*24.1	Powers of Attorney (included on signature page).

* Filed herewith.

**AKIN GUMP
STRAUSS HAUER & FELD LLP**

Attorneys at Law

August 26, 2008

Mannatech, Incorporated
600 S. Royal Lane, Suite 200
Coppell, Texas 75019

Re: Mannatech, Incorporated
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Mannatech, Incorporated, a Texas corporation (the "**Company**"), in connection with the preparation and filing by the Company with the Securities and Exchange Commission of a Registration Statement on Form S-8 (the "**Registration Statement**"), under the Securities Act of 1933, as amended (the "**Act**"). The Registration Statement relates to the proposed issuance by the Company of up to 1,000,000 shares (the "**Shares**") of the Company's common stock, par value \$0.0001 per share ("**Common Stock**"), authorized for issuance pursuant to the Mannatech, Incorporated 2008 Stock Incentive Plan, as such plan is described in the Registration Statement (the "**Plan**"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

We have examined originals or certified copies of such corporate records of the Company and other certificates and documents of officials of the Company, public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all copies submitted to us as conformed, certified or reproduced copies. We have also assumed that (i) the certificates for the Shares will conform to the specimen thereof filed as an exhibit to the Registration Statement and upon issuance will have been duly countersigned by the transfer agent and duly registered by the registrar for the Common Stock or, if uncertificated, valid book-entry notations for the issuance of the Shares in uncertificated form will have been duly made in the share register of the Company; (ii) each award agreement setting forth the terms of each award granted pursuant to the Plan is consistent with the Plan and has been duly authorized and validly executed and delivered by the parties thereto; (iii) at the time of each issuance of Shares, there will be sufficient shares of Common Stock authorized for issuance under the Company's articles of incorporation that have not otherwise been issued or reserved or committed for issuance; and (iv) the price per share paid for Shares issued pursuant to the Plan is not less than the par value of the Shares. As to various questions of fact relevant to this letter, we have relied, without independent investigation, upon certificates of public officials and certificates of officers of the Company, all of which we assume to be true, correct and complete.

1700 Pacific Avenue, Suite 4100 / Dallas, Texas 75201-4675 / 214.969.2800 / fax: 214.969.4343 / akingump.com

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August 26, 2008
Mannatech, Incorporated

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations stated herein, we are of the opinion that when the Registration Statement has become effective under the Act and when the Shares have been issued, sold and delivered in compliance with the terms of the Plan and applicable federal and state securities laws and in the manner described in the Registration Statement, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

- A. We express no opinion as to the laws of any jurisdiction other than the laws of the State of Texas. As used herein, the term "laws of the State of Texas" includes the statutory provisions contained in the Texas Business Corporation Act and all applicable provisions of the Texas Constitution and reported judicial decisions interpreting these laws.
- B. This opinion letter is limited to the matters expressly stated herein and no opinion is to be inferred or implied beyond the opinion expressly set forth herein. We undertake no, and hereby disclaim any, obligation to make any inquiry after the date hereof or to advise you of any changes in any matter set forth herein, whether based on a change in the law, a change in any fact relating to the Company or any other person or any other circumstance.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/s/ Akin, Gump, Strauss, Hauer & Feld, L.L.P.
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

**MANNATECH, INCORPORATED
2008 STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD CERTIFICATE**

This Restricted Stock Award Certificate (this "**Certificate**") is to certify that Mannatech, Incorporated, a Texas corporation (the "**Company**"), has offered you (the "**Participant**") the right to receive Common Stock (the "**Restricted Stock**" or "**Shares**") of the Company under the Company's 2008 Stock Incentive Plan (the "**Plan**"), as follows:

Name of Participant: _____

Address of Participant: _____

Number of Shares: _____

Offer Grant Date: _____

Offer Expiration Date: 15 Days after the Offer Grant Date

Vesting
 Commencement Date: _____

Vesting Schedule:

By your signature and the signature of the Company's representative below, you and the Company agree to be bound by all of the terms and conditions of the Plan and the Restricted Stock Award Agreement attached hereto as Annex I (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Restricted Stock Award rights granted pursuant to this Certificate and the Restricted Stock Award Agreement and to receive the shares of Restricted Stock of the Company designated above, subject to the terms of the Plan, this Certificate and the Restricted Stock Award Agreement.

PARTICIPANT:

 _____, an individual

Dated: _____

MANNATECH, INCORPORATED

By: _____
 Keith Clark, Senior Vice President and General Counsel

Dated: _____

MANNATECH, INCORPORATED
2008 STOCK INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT

This Restricted Stock Award Agreement (this “**Agreement**”), is made and entered into on the execution date of the Stock Award Certificate to which it is attached (the “**Certificate**”), by and between Mannatech, Incorporated, a Texas corporation (the “**Company**”), and the Director, Employee or Consultant (the “**Participant**”) named in the Certificate.

Pursuant to the Mannatech, Incorporated 2008 Stock Incentive Plan (the “**Plan**”), the Administrator of the Plan has authorized the grant to Participant of the right to receive shares of the Company’s Common Stock, par value \$0.0001 per share (the “**Award**”), upon the terms and subject to the conditions set forth in this Agreement and in the Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

NOW, THEREFORE, in consideration of the premises and the benefits to be derived from the mutual observance of the covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Basis for Award.** This Award is made pursuant to the Plan for valid consideration provided to the Company by the Participant. Participant, by execution of the Certificate, agrees to accept the Restricted Stock Award rights granted pursuant to the Certificate and this Agreement and to receive the shares of Restricted Stock of the Company designated in the Certificate, subject to the terms of the Plan, the Certificate and this Agreement.

2. **Restricted Stock Award.** The Company hereby awards and grants to Participant, for valid consideration with a value in excess of the aggregate par value of the Common Stock awarded to Participant, the number of shares of Common Stock of the Company set forth in the Certificate, which shall be subject to the restrictions and conditions set forth in the Plan, the Certificate and in this Agreement (the “**Restricted Stock**”). One or more stock certificates representing the number of Shares specified in the Certificate shall hereby be registered in the Participant’s name (the “**Stock Certificate**”), but shall be deposited and held in the custody of the Company for the Participant’s account as provided in Section 10 hereof until such Restricted Stock becomes vested. Participant acknowledges and agrees that that Shares may be issued as a book entry with the Company’s transfer agent and that no physical certificates need be issued for so long as the shares remain Unvested Shares (defined below). Subject to the terms of this Agreement, Participant shall have all the rights of a shareholder with respect to the Restricted Stock while they are held in the custody of the Company for Participant’s account, including the right to vote the Restricted Stock and to receive any dividends thereon.

3. **Vesting; Termination of Continuous Service.** The Restricted Stock shall vest and restrictions on transfer shall lapse subject to the Vesting Schedule set forth in the Certificate. Except as otherwise provided in this Section 3 or in an employment agreement the terms of which have been approved by the Administrator, if the Participant’s Continuous Service is terminated for any reason, all unvested shares of Common Stock held in the name of the Participant on the books of the Company (“**Unvested Shares**”) shall be forfeited immediately

Mannatech, Incorporated Restricted Stock Award Agreement

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and the Participant shall have no rights with respect to such Unvested Shares. If the Participant provided consideration other than in the form of prior services, upon the termination of the Participant's Continuous Service for any reason, the Company may elect to repurchase the Participant's Unvested Shares acquired under this Agreement as provided in Sections 7.1(d) and 11.7 of the Plan (the "**Right of Repurchase**"). The Right of Repurchase shall be exercisable with respect to Unvested Shares at a price equal to the lesser of the purchase price at which such Unvested Shares were acquired under this Agreement or the Fair Market Value of such Unvested Shares. The Right of Repurchase may be exercised by the Company at any time within six (6) months after the date of termination of Participant's Continuous Service, provided that such exercise may in any event be extended at the election of the Company to a date that is at least sixty (60) days after the six (6) month anniversary of the date the shares were acquired from the Company.

4. Compliance with Laws and Regulations. The issuance and transfer of Common Stock shall be subject to compliance by the Company and Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Common Stock may be listed at the time of such issuance or transfer.

5. Tax Withholding.

(a) Participant agrees that, no later than the first to occur of (i) the date as of which the restrictions on the Restricted Stock shall lapse with respect to all or any of the Restricted Stock covered by this Agreement or (ii) the date required by Section 5(b), below, Participant shall pay to the Company (in cash or to the extent permitted by the Administrator in its sole discretion, by tendering Company Stock held by the Participant, including shares of Restricted Stock held in escrow that become vested ("**Share Withholding**"), with a Fair Market Value on the date the Restricted Stock vests equal to the amount of Participant's minimum statutory tax withholding liability, or to the extent permitted by the Administrator in its sole discretion, a combination thereof) any federal, state or local taxes of any kind required by law to be withheld, if any, with respect to the Restricted Stock for which the restrictions shall lapse. The Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the shares of such Company Stock. Payment of the tax withholding by a Participant who is an officer, director or other "insider" subject to Section 16(b) of the Exchange Act by tendering Company Stock or in the form of Share Withholding is subject to pre-approval by the Administrator, in its sole discretion, in a manner that complies with the specificity requirements of Rule 16b-3 under the Exchange Act, including the name of the Participant involved in the transaction, the nature of the transaction, the number of shares to be acquired or disposed of by the Participant and the material terms of the Options involved in the transaction.

(b) Participant may elect, within thirty (30) days of the Offer Grant Date, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value of the Restricted Stock less the amount, if any, paid by the Participant (other than by prior services) for the Restricted Stock granted hereunder pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended. In connection with any such Section 83(b) election, Participant shall pay to the Company, or make such other arrangements satisfactory to the Administrator to pay to the Company based on the Fair Market Value of the Restricted Stock on

the Offer Grant Date, any federal, state or local taxes required by law to be withheld with respect to such Shares at the time of such election. If Participant fails to make such payments, the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to Participant any federal, state or local taxes required by law to be withheld with respect to such Shares.

(c) Notwithstanding any other provisions of this Agreement or the Plan, neither the Company nor the Administrator shall be obligated to transfer or otherwise issue any shares of Common Stock to Participant if Participant has not paid or made arrangements satisfactory to the Administrator to pay to the Company the amount required to satisfy any federal, state or local taxes required by law to be withheld with respect to such shares.

6. No Right to Continued Service. Nothing in this Agreement shall be deemed by implication or otherwise to impose any limitation on any right of the Company to terminate the Participant's service at any time. In the event Participant's Continuous Service with the Company is terminated by the Company, by Participant or as a result of Participant's death or disability, no Unvested Shares shall become vested after such termination of Continuous Service.

7. Representations and Warranties of Participant. Participant represents and warrants to the Company that:

(a) Agrees to Terms of the Plan. Participant has received a copy of the Plan and has read and understands the terms of the Plan, the Certificate and this Agreement, and agrees to be bound by their terms and conditions. Participant acknowledges that there may be adverse tax consequences upon the vesting of Restricted Stock or disposition of the shares of Common Stock once vested, and that Participant should consult a tax advisor prior to such time.

(b) Stock Ownership. Participant is the record and beneficial owner of the shares of Restricted Stock with full right and power to transfer the Unvested Shares to the Company free and clear of any liens, claims or encumbrances and Participant understands that the stock certificates evidencing the Restricted Stock will bear a legend referencing this Agreement.

(c) SEC Rule 144. Participant understands that Rule 144 promulgated under the Securities Act may indefinitely restrict transfer of the Common Stock so long as Participant remains an "affiliate" of the Company or if "current public information" about the Company (as defined in Rule 144) is not publicly available.

8. Compliance with U.S. Federal Securities Laws. Participant understands and acknowledges that notwithstanding any other provision of the Agreement to the contrary, the vesting and holding of the Common Stock is expressly conditioned upon compliance with the Securities Act and all applicable federal and state securities laws. Participant agrees to cooperate with the Company to ensure compliance with such laws.

9. Forfeiture of Unvested Stock. Unless otherwise provided in an employment agreement the terms of which have been approved by the Administrator, any Unvested Shares which do not become vested on or before the expiration of the period during which the applicable vesting conditions must occur shall be automatically forfeited and cancelled as outstanding shares of Common Stock immediately upon the occurrence of the event or time period after which such Unvested Shares may no longer become vested.

10. Restrictions on Unvested Shares.

(a) Deposit of the Unvested Shares. Participant shall deposit all of the Unvested Shares with the Company to hold until the Unvested Shares become vested, at which time such vested shares shall no longer constitute Unvested Shares. If requested by the Company, Participant shall execute and deliver to the Company, concurrently with the execution of this Agreement (and/or if requested by the Company, from time to time thereafter during the Restricted Period), blank stock powers for use in connection with the transfer to the Company or its designee of Unvested Shares that do not become vested. The Company will deliver to Participant the Stock Certificate for the shares of Common Stock that become vested upon vesting of such shares.

(b) Restriction on Transfer of Unvested Shares. Participant shall not transfer, assign, grant a lien or security interest in, pledge, hypothecate, encumber or otherwise dispose of any of the Unvested Shares, except as permitted by this Agreement.

11. **Adjustments**. The number of Unvested Shares shall be automatically adjusted to reflect any stock split, stock dividend, recapitalization, merger, consolidation, reorganization, combination or exchanges of shares or other similar event affecting the Company's outstanding Common Stock subsequent to the date of this Agreement. If Participant becomes entitled to receive any additional shares of Common Stock or other securities ("**Additional Securities**") in respect of the Unvested Shares, the total number of Unvested Shares shall be equal to the sum of (i) the initial Unvested Shares; and, (ii) the number of Additional Securities issued or issuable in respect of the initial Unvested Shares and any Additional Securities previously issued to Participant.

12. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. To the extent that stock certificate(s) representing Unvested Shares are issued in physical form rather than through book entry with the Company's transfer agent, Participant understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificate(s) evidencing the Common Stock, together with any other legends that may be required by state or U.S. Federal securities laws, the Company's Certificate of Incorporation or Bylaws, any other agreement between Participant and the Company or any agreement between Participant and any third party:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, AS SET FORTH IN A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES. SUCH PUBLIC SALE AND TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

The above legend shall be removed at such time as the Shares in question are no longer subject to restrictions on public resale and transfer pursuant to this Agreement. Any legends required by applicable state or U.S. Federal securities laws shall be removed at such time as such legends are no longer required.

(b) Stop-Transfer Instructions. Participant agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) **Refusal to Transfer.** The Company will not be required (i) to transfer on its books any shares of Common Stock that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such shares have been so transferred.

13. **Modification.** The Agreement may not be modified except in writing signed by the Company and Participant.

14. **Plan.** Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms herein which are defined in the Plan have the same definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by references, and the Participant hereby acknowledges receiving a copy of the Plan. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

15. **Interpretation.** Any dispute regarding the interpretation of this Agreement shall be submitted by Participant or the Company to the Plan Administrator for review. The resolution of such a dispute by the Plan Administrator shall be final and binding on the Company and Participant.

16. **Entire Agreement.** The Plan and the Certificate are incorporated herein by reference. This Agreement, the Certificate and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. If any inconsistency should exist between the nondiscretionary terms and conditions of this Agreement, the Certificate and the Plan, the Plan shall govern and control.

17. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the address indicated on the signature page hereof or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: (a) personal delivery; (b) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); (c) one (1) business day after deposit with any return receipt express courier (prepaid); or (d) one (1) business day after transmission by facsimile or telecopier.

18. **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, legal representatives, successors and assigns.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

20. **Acceptance.** Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. Participant has read and understands the terms and provisions thereof, and accepts the Award subject to all the terms and conditions of the Plan and this Agreement. Participant acknowledges that there may be adverse tax consequences upon exercise of the Award or disposition of the Shares and that Participant should consult a tax advisor prior to such exercise or disposition.

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EXHIBIT A

Mannatech, Incorporated 2008 Stock Incentive Plan

(attached)

EXHIBIT A

**MANNATECH, INCORPORATED
2008 STOCK INCENTIVE PLAN
STOCK OPTION AWARD CERTIFICATE**

THIS IS TO CERTIFY that Mannatech, Incorporated, a Texas corporation (the “**Company**”), has granted you (the “**Participant**”) an option to purchase Common Stock (the “**Stock**” or “**Shares**”) of the Company under its 2008 Stock Incentive Plan (the “**Plan**”), as follows:

Name of Participant: _____

Address of Participant: _____

Total Option Shares: _____

Exercise Price Per Share: _____

Type of Option: Incentive Stock Option Nonstatutory Stock Option

Date of Grant: _____

Expiration Date: _____

Vesting Commencement Date: _____

Vesting Schedule: _____

By your signature and the signature of the Company’s representative below, you and the Company agree to be bound by all of the terms and conditions of the Stock Option Agreement, which is attached hereto as Annex I and the Plan (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Stock Option Award rights granted pursuant to this Certificate and the related Stock Option Agreement and to receive the Option to purchase Stock of the Company designated above subject to the terms of the Plan, this Certificate and the Stock Option Agreement.

PARTICIPANT:

, an individual

Dated: _____

MANNATECH, INCORPORATED

By: _____

Title : _____

Dated: _____

Mannatech, Incorporated Stock Option Award Certificate

MANNATECH, INCORPORATED
2008 STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

This Stock Option Agreement (this “**Agreement**”), is made and entered into on the execution date of the Stock Option Award Certificate to which it is attached (the “**Certificate**”), by and between Mannatech, Incorporated, a Texas corporation (the “**Company**”), and the Director, Employee or Consultant (“**Participant**”) named in the Certificate.

Pursuant to the Mannatech, Incorporated 2008 Stock Incentive Plan (the “**Plan**”), the Administrator of the Plan has authorized the grant to Participant of the option to purchase shares of the Company’s Common Stock (the “**Award**”), upon the terms and subject to the conditions set forth in the Certificate, this Agreement and the Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

NOW, THEREFORE, in consideration of the premises and the benefits to be derived from the mutual observance of the covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Option.** The Company hereby grants to Participant an option (this “**Option**”) to purchase the total number of shares of Common Stock of the Company set forth in the Certificate as “Total Option Shares” (the “**Shares**”) at the “Exercise Price Per Share” set forth in the Certificate (the “**Exercise Price**”), subject to all of the terms and conditions of the Certificate, this Agreement and the Plan. If designated as an Incentive Stock Option in the Certificate, the Option is intended to qualify as an “incentive stock option” (an “**ISO**”) within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”), although the Company makes no representation or guarantee that such Option will qualify as an ISO.

2. **Exercise Period; Vesting.** Unless expired as provided in Section 3 of this Agreement, this Option may be exercised from time to time after the Date of Grant set forth in the Certificate to the extent the Option has vested in accordance with the vesting schedule set forth in the Certificate. The Shares issued upon exercise of the Option will be subject to the restrictions on transfer set forth in Section 10 below. Provided Participant continues to provide Continuous Service to the Company or any Affiliate, the Option will become vested according to the Vesting Schedule in the Certificate. A vested Option may not be exercised for less than a full share. If application of the vesting percentage causes a fractional Share to otherwise become exercisable, such Share shall be rounded down to the nearest whole Share for each year except for the last year in such vesting period, at the end of which vesting period this Option shall become exercisable for the full remainder of the unexercised Shares subject to the Option.

3. **Expiration.** The Option shall expire on the Expiration Date set forth in the Certificate or earlier as provided in Section 4 below.

Mannatech, Incorporated Stock Option Agreement

4. Termination of Continuous Service.

4.1. Forfeiture of Unvested Options. If the Participant's Continuous Service is terminated for any reason, the unvested portion of the Option shall terminate as set forth in this Section 4.1 and the Participant may exercise the vested portion as provided in this Section 4. Unless otherwise provided in the Plan or an employment agreement the terms of which have been approved by the Administrator, outstanding Options that are not exercisable at the time the Participant's Continuous Service terminates for any reason other than Cause (including upon the Participant's death or Disability) shall be forfeited and expire at the close of business on the date of such termination. If the Participant's Continuous Service is terminated as a result of the Participant's termination for Cause, all outstanding Options granted to the Participant (whether or not vested), shall be forfeited and expire as of the beginning of business on the date of such termination for Cause.

4.2. Termination for Any Reason Except Death, Disability or Cause. Unless otherwise provided in an employment agreement the terms of which have been approved by the Administrator, if Participant's Continuous Service is terminated for any reason, except death, Disability or Cause, the Option, to the extent (and only to the extent) that it would have been exercisable by Participant as of the date of termination of Continuous Service, may be exercised by Participant only within such period of time ending on the earlier of the Expiration Date or, except as set forth in Section 4.5, the date that is three (3) months following the termination of the Participant's Continuous Service and the Option shall thereafter terminate and cease to be exercisable. If, after termination the Option is not exercised within the time specified herein, the Option shall terminate.

4.3. Termination Because of Death or Disability. If Participant's Continuous Service is terminated because of the death or Disability of Participant (or Participant dies within three (3) months of the date of termination when such termination is for any reason other than Participant's Disability or for Cause), the Option, to the extent that is exercisable by Participant on the date of termination, may be exercised by Participant (or by the Participant's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Participant's death) no later than twelve (12) months after the date of termination, but in any event no later than the Expiration Date. If after such termination of Continuous Service the Option is not exercised within the time specified herein, the Option shall terminate.

4.4. Termination for Cause. If the Participant's Continuous Service is terminated as a result of the Participant's termination for Cause, all outstanding Options granted to such Participant (whether or not vested), shall be forfeited and expire as of the beginning of business on the date of such termination for Cause.

4.5. Extension of Termination Date. If the exercise of the Option following the termination of the Participant's Continuous Service for any reason other than Cause (other than upon the Participant's death or Disability) would be prohibited at any time solely because the exercise of the Option or issuance of Shares of Common Stock would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the Option shall terminate on the

earlier of (a) the expiration of the Expiration Date specified in the Certificate or (b) the expiration of a period after termination of the Participant's Continuous Service that is three (3) months after the end of the period during which the exercise of the Option would be in violation of such registration or other securities law requirements.

4.6. No Obligation to Employ. Nothing in the Plan or this Agreement shall confer on Participant any right to continue in the employ of, or other relationship with, the Company or any Affiliate, or limit in any way the right of the Company or any Affiliate to terminate Participant's employment or other relationship at any time, with or without Cause.

5. Manner of Exercise.

5.1. Stock Option Exercise Agreement. To exercise this Option, Participant (or in the case of exercise after Participant's death or incapacity, Participant's executor, administrator, heir or legatee, as the case may be) must deliver to the Company an executed stock option exercise agreement in the form attached hereto as Exhibit A, or in such other form as may be approved by the Administrator from time to time (the "**Exercise Agreement**"), which shall set forth, inter alia, (a) Participant's election to exercise the Option, (b) the number of Shares being purchased, (c) any restrictions imposed on the Shares and (d) any representations warranties and agreements regarding Participant's investment intent and access to information as may be required by the Company to comply with applicable securities laws. If someone other than Participant exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

5.2. Limitations on Exercise. The Option may not be exercised unless such exercise is in compliance with all applicable federal and state securities laws, as they are in effect on the date of exercise. The Option may not be exercised for fewer than one (1) Share or for a fractional Share. If a fractional Share would otherwise become exercisable, such Share shall be rounded down to the nearest whole Share for each year except for the last year of the applicable vesting period, at the end of which vesting period this Option shall become exercisable for the full remainder of the unexercised Shares subject to the Option.

5.3. Payment. The entire Exercise Price of this Option to purchase Shares issued under the Plan (plus applicable tax withholding) shall be payable in full by cash, wire, or certified or bank check for an amount equal to the aggregate Exercise Price Per Share for the number of Shares being purchased. Alternatively, in the sole discretion of the Plan Administrator and upon such terms as the Plan Administrator shall approve, the Exercise Price may be paid by:

(a) paying all or a portion of the aggregate Exercise Price Per Share for the number of Shares being purchased by delivery to the Company of other shares of Common Stock, duly endorsed for transfer to the Company, with a Fair Market Value on the date of delivery equal to the exercise price (or portion thereof) due for the number of Shares being acquired, or by means of attestation whereby the Participant identifies for delivery specific shares of Common Stock where such shares have a Fair Market Value on the date of attestation equal to the exercise price (or portion thereof) and receives a number of Shares equal to the difference between the number of Shares thereby purchased and the number of identified

attestation shares of Common Stock (collectively a “**Stock For Stock Exercise**”); provided, however, that the shares of Common Stock used in such Stock for Stock Exercise (i) have either (1) been held for more than six (6) months (or such longer or shorter period of time required to avoid a charge to earnings for financial accounting purposes) and have been paid for within the meaning of SEC Rule 144 (and, if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares); or (2) were obtained by Participant in the open public market; and (ii) are clear of all liens, claims, encumbrances or security interests. Payment of the Exercise Price by a Participant who is an officer, director or other “insider” subject to Section 16(b) of the Exchange Act in the form of a Stock for Stock Exercise is subject to pre-approval by the Administrator, in its sole discretion, in a manner that complies with the specificity requirements of Rule 16b-3 under the Exchange Act, including the name of the Participant involved in the transaction, the nature of the transaction, the number of shares to be acquired or disposed of by the Participant and the material terms of the Options involved in the transaction.

(b) during any period for which the Common Stock is publicly traded (i.e., the Common Stock is listed on any national securities exchange or traded in any recognized securities market system), (i) a copy of instructions to a broker-dealer that is a member of the National Association of Securities Dealers (an “**NASD Dealer**”) directing such broker to sell the Shares for which this Option is exercised, and to remit to the Company the aggregate Exercise Price of such Option or (ii) through a “margin” commitment from Participant and an NASD Dealer whereby Participant irrevocably elects to exercise the Option and to pledge the Shares so purchased to the NASD Dealer in a margin account as security for a loan from NASD Dealer in the amount of the total Exercise Price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the total Exercise Price directly to the Company (collectively referred to as a “**Cashless Exercise**”); provided, however, a Cashless Exercise by a Director or executive officer that involves or may involve a direct or indirect extension of credit or arrangement of an extension of credit by the Company, a Parent or Subsidiary in violation of Section 402(a) of the Sarbanes-Oxley Act (codified as Section 13(k) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(k)) shall be prohibited;

(c) by any other form of legal consideration that may be acceptable to the Administrator. However, if there is a stated par value of the shares and applicable law requires, the par value of the shares, if newly issued, shall be paid in cash or cash equivalents. If the Administrator determines that the exercise price may be paid by a promissory note, the Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. The interest rate payable under the terms of such promissory note shall not be less than the minimum rate (if any) required to avoid the imputation of additional interest under the Code. Unless the Administrator determines otherwise, shares of Common Stock having a Fair Market Value at least equal to the principal amount of the loan shall be pledged by the holder to the Company as security for payment of the unpaid balance of the loan and such pledge shall be evidenced by a pledge agreement, the terms of which shall be determined by the Administrator, in its discretion; provided, however, that each loan shall comply with all applicable laws, regulations and rules of the Board of Governors of the Federal Reserve System and any other governmental agency having jurisdiction. During any period for which the Common Stock is publicly traded (i.e., the Common Stock is listed on any national securities exchange or traded in any recognized securities market system) or in which the Company

otherwise has any securities registered under Section 12 of the Securities Exchange Act of 1934 (the "**Exchange Act**"), is required to file reports under Section 15(d) of the Exchange Act, or has a registration statement pending under the Securities Act of 1933, exercise with a promissory note or other transaction by a Director or executive officer that involves or may involve a direct or indirect extension of credit or arrangement of an extension of credit by the Company or an Affiliate in violation of section 402(a) of the Sarbanes-Oxley Act (codified as Section 13(k) of the Exchange Act, 15 U.S.C. § 78m(k)) shall be prohibited; or

(d) by any combination of the foregoing that may be acceptable to the Administrator.

5.4. **Tax Withholding.** Prior to the issuance of the Shares upon exercise of the Option, Participant must pay or provide for any applicable federal, state and local withholding obligations of the Company. If the Administrator permits, Participant also may provide for payment of withholding taxes upon exercise of the Option by one or more of the following means: (a) tendering a cash payment; (b) a broker assisted Cashless Exercise, (c) tendering previously acquired shares of Common Stock with a Fair Market Value equal to or less than the minimum statutory amount of taxes required to be withheld by law, or (d) by requesting that the Company retain Shares from the Shares otherwise issuable to the Participant as a result of the exercise of this Option, provided that no Shares are withheld with a Fair Market Value exceeding the minimum statutory amount of taxes required to be withheld by law ("**Share Withholding**"). In such case, the Company shall issue the net number of Shares to the Participant by deducting the Shares retained from the Shares issuable upon exercise. Payment of the tax withholding by a Participant who is an officer, director or other "insider" subject to Section 16(b) of the Exchange Act by a tender of Common Stock or in the form of Share Withholding is subject to pre-approval by the Administrator, in its sole discretion, in a manner that complies with the specificity requirements of Rule 16b-3 under the Exchange Act, including the name of the Participant involved in the transaction, the nature of the transaction, the number of shares to be acquired or disposed of by the Participant and the material terms of the Options involved in the transaction. Notwithstanding any other provisions of this Agreement or the Plan, neither the Company nor the Administrator shall be obligated to transfer or otherwise issue any shares of Company Stock to Participant if the Participant has not paid or made arrangements satisfactory to the Administrator to pay to the Company the amount required to satisfy any federal, state or local taxes required by law to be withheld with respect to such shares.

5.5. **Issuance of Shares.** Provided that the Exercise Agreement and payment (including applicable tax withholding) are in form and substance satisfactory to counsel for the Company, the Company shall issue the Shares registered in the name of Participant, Participant's authorized assignee, or Participant's legal representative, and shall deliver certificates representing the Shares with the appropriate legends affixed thereto. Notwithstanding any other provisions of this Agreement or the Plan, neither the Company nor the Administrator shall be obligated to transfer or otherwise issue any shares of Company Stock to Participant if the Participant has not paid or made arrangements satisfactory to the Administrator to pay to the Company the amount required to satisfy any federal, state or local taxes required by law to be withheld with respect to such shares.

6. Notice of Disqualifying Disposition of ISO Shares. If the Option is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (a) the date two (2) years after the Date of Grant, and (b) the date one (1) year after transfer of such Shares to Participant upon exercise of the Option, Participant shall immediately notify the Company in writing as to the occurrence of the sale and the price realized upon the sale of such Shares. Participant agrees that Participant will satisfy any obligation in the event any such disposition causes Participant to be subject to income tax withholding by the Company on the compensation income recognized by Participant from the early disposition by payment in cash or out of the current wages or other compensation payable to Participant.

7. Compliance with Laws and Regulations. The exercise of the Option and the issuance and transfer of Shares shall be subject to compliance by the Company and Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Common Stock may be listed at the time of such issuance or transfer. Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC, any state securities commission or any stock exchange to effect such compliance.

8. Nontransferability of Option. If the Option is an ISO, the Option may not be transferred in any manner other than by will or by the laws of descent and distribution and may be exercised during the lifetime of Participant only by Participant. Notwithstanding the foregoing, the Participant may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Participant, shall thereafter be entitled to exercise the Option. The terms of the Option shall be binding upon the executors, administrators, successors and assigns of Participant. If the Option is not an ISO, upon written approval by the Administrator, it may be transferred by: (a) a gift or domestic relations order to a member of the Participant's immediate family (child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50% of the voting interests; (b) third parties unrelated to the Participant and designated by the Administrator in connection with a program established and approved by the Administrator pursuant to which Participants may receive a cash payment or other consideration in consideration for the transfer of such Nonstatutory Stock Option; and (c) such other transfers as may be permitted by the Administrator in its sole discretion.

9. Privileges of Stock Ownership. Participant shall not have any of the rights of a Stockholder with respect to any Shares until the Shares are issued to Participant.

10. Restrictions On Transfer.

10.1. Securities Law Restrictions. Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose

restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any state or any other law.

10.2. Market Stand-Off. If an underwritten public offering by the Company of its equity securities occurs pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering or any secondary offering, the Optionee shall not sell, make any short sale of, loan, hypothecate, pledge, grant any option for the repurchase of, transfer the economic consequences of ownership or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any Shares without the prior written consent of the Company or its underwriters, for such period of time from and after the effective date of such registration statement as may be requested by the Company or such underwriters (the "**Market Stand-Off**"). In order to enforce the Market Stand-Off, the Company may impose stop-transfer instructions with respect to the Shares acquired under this Agreement until the end of the applicable stand-off period. If there is any change in the number of outstanding shares of Common Stock by reason of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification, dissolution or liquidation of the Company, any corporate separation or division (including, but not limited to, a split-up, a split-off or a spin-off), a merger or consolidation; a reverse merger or similar transaction, then any new, substituted or additional securities which are by reason of such transaction distributed with respect to any Shares subject to the Market Stand-Off, or into which such Shares thereby become convertible, shall immediately be subject to the Market Stand-Off.

10.3. Administration. Any determination by the Administrator and its counsel in connection with any of the matters set forth in this Section 10 shall be conclusive and binding on the Optionee and all other persons.

11. **General.**

11.1. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Participant or the Company to the Administrator for review. The resolution of such a dispute by the Administrator shall be final and binding on the Company and Participant.

11.2. Entire Agreement. The Plan is incorporated herein by reference. This Agreement and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. If any inconsistency should exist between the nondiscretionary terms and conditions of this Agreement and the Plan, the Plan shall govern and control.

11.3. Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: (a) personal delivery; (b) five (5)

days after deposit in the United States mail by certified or registered mail (return receipt requested); (c) two (2) business day after deposit with any return receipt express courier (prepaid); or (d) one (1) business day after transmission by facsimile.

11.4. **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, legal representatives, successors and assigns.

11.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

12. **Acceptance.** Participant hereby acknowledges receipt of a copy of the Certificate, the Plan and this Agreement. Participant has read and understands the terms and provisions thereof and hereof, and accepts the Option subject to all the terms and conditions of the Certificate, the Plan and this Agreement. Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the Shares and that Participant should consult a tax advisor prior to such exercise or disposition.

13. **Section 409A Limitation.** In the event the Administrator determines at any time that this Option has been granted with an exercise price less than Fair Market Value of the Shares subject to the Option on the date the Option is granted (regardless of whether or not such exercise price is intentionally or unintentionally priced at less than Fair Market Value, or is materially modified at a time when the Fair Market Value exceeds the exercise price), or is otherwise determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code, notwithstanding any provision of the Plan or this Option Agreement to the contrary, the Option shall satisfy the additional conditions applicable to nonqualified deferred compensation under Section 409A of the Code, in accordance with Section 8 of the Plan. The specified exercise date and term shall be the default date and term specified in Section 8 of the Plan. Notwithstanding the foregoing, the Company shall have no liability to any Participant or any other person if an Option designated as an Incentive Stock Option fails to qualify as such at any time or if an Option is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the terms of such Option do not satisfy the additional conditions applicable to nonqualified deferred compensation under Section 409A of the Code and Section 8 of the Plan.

EXHIBIT A

FORM OF STOCK OPTION EXERCISE AGREEMENT

Incentive Stock Option

Optionee: _____

Nonstatutory Stock Option

Date: _____

STOCK OPTION EXERCISE NOTICE

Mannatech, Incorporated
600 S. Royal Lane, Suite 200
Coppell, Texas 75019
Attention: Chief Financial Officer

Ladies and Gentlemen:

1. **Option.** I was granted an option (the "**Option**") to purchase shares of the common stock (the "**Shares**") of Mannatech, Incorporated, a Texas corporation (the "**Company**"), pursuant to the Company's 2008 Stock Incentive Plan (the "**Plan**"), my Certificate of Stock Option Award (the "**Certificate**") and my Stock Option Agreement (the "**Option Agreement**") as follows:

Grant Number: _____

Date of Option Grant: _____

Number of Option Shares: _____

Exercise Price per Share: \$ _____

2. **Exercise of Option.** I hereby elect to exercise the Option to purchase the following number of Shares, all of which are Vested Shares in accordance with the Certificate and the Option Agreement:

Total Shares Purchased: _____

Total Exercise Price
(Total Shares X Price per Share) \$ _____

Mannatech, Incorporated Stock Option Exercise Agreement

3. **Payments.** I enclose payment in full of the total exercise price for the Shares in the following form(s), as authorized by my Option Agreement:

- Cash: \$ _____
- Check: \$ _____
- Cashless Exercise Contact Plan Administrator
- Tender of Company Stock: Contact Plan Administrator

4. **Tax Withholding.** I authorize payroll withholding and otherwise will make adequate provision for the federal, state, local and foreign tax withholding obligations of the Company, if any, in connection with the Option.

5. **Optionee Information.**

My address is: _____

My Social Security Number is: _____

6. **Notice of Disqualifying Disposition.** If the Option is an Incentive Stock Option, I agree that I will promptly notify the Treasurer of the Company if I transfer any of the Shares within one (1) year from the date I exercise all or part of the Option or within two (2) years of the Date of Option Grant.

7. **Binding Effect.** I agree that the Shares are being acquired in accordance with and subject to the terms, provisions and conditions of the Option Agreement, to all of which I hereby expressly assent. This Agreement shall inure to the benefit of and be binding upon my heirs, executors, administrators, successors and assigns.

I understand that I am purchasing the Shares pursuant to the terms of the Plan, the Notice and my Option Agreement, copies of which I have received and carefully read and understand.

Very truly yours,

(Signature)

Receipt of the above is hereby acknowledged.

MANNATECH, INCORPORATED

By: _____
Title: _____
Dated: _____

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Mannatech, Incorporated:

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 pertaining to Mannatech, Incorporated 2008 Stock Incentive Plan of our reports dated March 14, 2008 relating to the consolidated financial statements and the effectiveness of Mannatech, Incorporated's internal control over financial reporting, appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2007.

/s/ BDO Seidman, LLP
Dallas, Texas
August 25, 2008

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Mannatech, Incorporated:

We have issued our reports dated March 16, 2007, with respect to the consolidated financial statements and internal control over financial reporting of Mannatech, Incorporated and subsidiaries appearing in the 2007 Annual Report of Mannatech, Incorporated and subsidiaries to its shareholders and dated March 17, 2008, with respect to Schedule II included in the Annual Report on Form 10-K for the year ended December 31, 2007, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports.

/s/ Grant Thornton, LLP
Dallas, Texas
August 25, 2008