

**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): October 11, 2007

**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))

**Item 1.01. Entry into a Material Definitive Agreement.**

On October 11, 2007, Mannatech, Incorporated (“Mannatech”) entered into a First Amendment to Employment Agreement, dated as of October 11, 2007, by and between Mannatech and Alfredo Bala, Mannatech’s Senior Vice President of Global Sales and Marketing (the “Amendment”). The Amendment amends the Employment Agreement, effective as of October 1, 2007, by and between Mannatech and Mr. Bala, to change Mr. Bala’s title from “Senior Vice President Global Sales and Marketing” to “Senior Vice President Global Business Development.” 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.*

**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.*

<u>Exhibit Number</u>	<u>Exhibit</u>
10.1*	First Amendment to Employment Agreement, dated as of October 11, 2007, by and between Mannatech, Incorporated and Alfredo Bala.

\*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: October 17, 2007

By: /s/ Stephen D. Fenstermacher

Stephen D. Fenstermacher  
Senior Vice President and  
Chief Financial Officer

**EXHIBIT INDEX**

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\*Filed herewith.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (this "Amendment"), dated as of October 11, 2007, is entered into by and between Mannatech, Incorporated (the "Company") and Alfredo Bala ("Employee").

**RECITALS**

This Amendment amends that certain Employment Agreement, effective as of October 1, 2007, 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 Employment Agreement is hereby amended and restated in its entirety to read as follows:

"The Employee shall serve as Senior Vice President Global Business Development of the Company, with the authority, duties and responsibilities described herein and those customarily incident to such office."

2. This 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 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 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 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 Amendment as of the date first above written.

**COMPANY:**

**MANNATECH, INCORPORATED**

By: /s/ Terry Persinger

Name: Terry Persinger

Title: President and Chief Executive Officer

**EMPLOYEE:**

/s/ Alfredo Bala

Alfredo Bala