

SCANSOURCE, INC.
COMPENSATION RECOVERY POLICY
Effective: March 21, 2014

The Compensation Committee (the “**Committee**”) of the Board of Directors (the “**Board**”) of ScanSource, Inc. (the “**Company**”) and the Board believe it is desirable and in the best interests of the Company and its shareholders to maintain a culture of accountability and discourage conduct detrimental to the Company’s sustainable growth. The Committee and the Board believe that it may be appropriate for the Company to recover annual or long-term incentive compensation paid to certain members of the Company’s management team in the event that such members of the management team were awarded incentive compensation based on financial results that are subsequently re-stated due to the misconduct (as defined below) of the Covered Officer. Therefore, the Committee and the Board have adopted the ScanSource, Inc. Compensation Recovery Policy (the “**Policy**”) effective as of March 21, 2014 (the “**Effective Date**”).

The terms of the Policy are as follows:

1. The Policy applies to all executive officers of the Company (as determined from time to time by the Board or the Committee), and such other employees who are participants in the Company’s equity incentive plans and cash incentive plans who may from time to time be deemed subject to the Policy by the Board or the Committee (each, a “**Covered Officer**,” and collectively, the “**Covered Officers**”). The Policy will be administered by the Committee, unless the Board determines to administer the Policy itself (the Committee or Board, as applicable, in its role administering the Policy, the “**Administrator**”). The Administrator may delegate ministerial administrative duties to one or more officers or employees of the Company.
2. A Covered Officer may be required to return to the Company all, or a portion of, any cash-based incentive compensation and/or equity-based incentive compensation (including shares of the Company’s common stock received pursuant to an award) received by such Covered Officer as provided in this Policy. Reimbursement shall, unless the Administrator determines otherwise, be required by the Administrator (i) if such compensation was received based on quarterly or annual financial statements of the Company that are subsequently restated (other than financial restatements that are required because of changes in applicable financial reporting standards or under similar circumstances) in a way that would decrease the amount of the compensation to which the Covered Officer was entitled, and (ii) such restatement is the result of, in whole or in part, the misconduct of the Covered Officer. If such an event occurs, the Covered Officer will refund to the Company the difference between what the Covered Officer received and what the Covered Officer should have received, as determined by the Administrator. This policy shall in no way be construed or meant to limit the Company’s legal rights or ability to recover compensation for other actions or events, such as fraud by a Covered Officer.
3. For the purposes of this Policy, “**misconduct**” shall mean fraud, intentional misconduct, or gross negligence, as determined in the sole discretion of the Administrator.
4. No reimbursement may be required of a Covered Officer for any compensation received greater than 12 months prior to an applicable restatement.

5. This Policy will be applied in accordance with applicable laws, rules and regulations and will require the recoupment of any compensation as mandated by applicable laws, rules and regulations, even if not expressly otherwise required herein. Without limiting the effect of the foregoing or any other provision of the Policy, a Covered Officer shall be subject to the recoupment provisions of Section 304 of the Sarbanes-Oxley Act of 2002 if and to the extent applicable, and a Covered Officer (or other person who is an executive officer or former executive officer) shall be subject to the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any related rules or regulations, if and to the extent applicable. In addition, the Administrator may determine that any equity award agreement, employment agreement or other agreements or arrangements entered into or amended on or after the Effective Date shall, as a condition to the grant of any benefit covered by such agreement, require a Covered Officer to contractually agree to abide by the terms of this Policy, as such policy may be amended from time to time by action of the Board. Further, the adoption of this Policy does not mitigate, and is intended to enhance, the effect of any forfeiture, recoupment or similar policies in any compensation plan, equity award agreement, employment agreement or similar agreement or arrangement in effect prior to or after the Effective Date.
6. The Administrator reserves the right to modify, amend or terminate the Policy at any time if it determines in its sole discretion that such action would be in the best interest of the Company.
7. The Administrator has discretion to enforce the Policy on a case-by-case basis. To the extent that a Covered Officer fails to comply with the Policy, the Administrator shall take (or direct the Company to take) such action as it determines to be appropriate.

If you have any questions regarding this policy, please contact ScanSource's general counsel's office.

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I acknowledge receipt of the ScanSource, Inc. Compensation Recovery Policy and agree to abide by the terms and conditions thereof so long as I am a Covered Officer.

Signature

Printed Name

Date