FORM 10-Q

SCANSOURCE INC - SCSC

Filed: February 06, 2014 (period: December 31, 2013)

Quarterly report with a continuing view of a company's financial position

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

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934 for the Quarterly period ended December 31, 2013

Commission File Number: 000-26926

ScanSource, Inc.
(Exact name of registrant as specified in its charter)

SOUTH CAROLINA	**57-0965380**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

6 Logue Court
Greenville, South Carolina, 29615
(Address of principal executive offices)
(864) 288-2432
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post to such files. Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at February 4, 2014
Common Stock, no par value per share	**28,505,970 shares**

SCANSOURCE, INC.
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December 31, 2013

FORWARD-LOOKING STATEMENTS

The forward-looking statements included in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Quantitative and Qualitative Disclosures About Market Risk" and "Risk Factors" sections and elsewhere herein, which reflect our best judgment based on factors currently known, involve risks and uncertainties. Words such as "expects," "anticipates," "believes," "intends," "plans," "hopes," "forecasts" and variations of such words and similar expressions are intended to identify such forward-looking statements. Except as may be required by law, we expressly disclaim any obligation to update these forward-looking statements to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect the occurrence of unanticipated events. Actual results could differ materially from those anticipated in these forward-looking statements as a result of a number of factors including, but not limited to, the factors discussed in such sections and, in particular, those set forth in the cautionary statements included in "Risk Factors" contained in our Annual Report on Form 10-K for the year ended June 30, 2013. The forward-looking information we have provided in this Quarterly Report on Form 10-Q pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995, should be evaluated in the context of these factors.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

SCANSOURCE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
(In thousands, except share information)

	December 31, 2013	June 30, 2013
Assets		
Current assets:		
Cash and cash equivalents	$ 157,130	$ 148,164
Accounts receivable, less allowance of $29,545 at December 31, 2013 and $25,479 at June 30, 2013	438,358	435,028
Inventories	467,202	402,307
Prepaid expenses and other current assets	40,731	40,105
Deferred income taxes	16,815	16,456
Total current assets	1,120,236	1,042,060
Property and equipment, net	18,890	20,203
Goodwill	31,994	31,795
Other non-current assets, including net identifiable intangible assets	67,182	70,125
Total assets	$ 1,238,302	$ 1,164,183
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 383,996	$ 362,271
Accrued expenses and other current liabilities	59,705	59,983
Current portion of contingent consideration	5,229	3,732
Income taxes payable	2,137	1,696
Total current liabilities	451,067	427,682
Deferred income taxes	201	205
Long-term debt	5,429	5,429
Long-term portion of contingent consideration	4,318	8,813
Other long-term liabilities	25,841	26,098
Total liabilities	486,856	468,227
Commitments and contingencies		
Shareholders' equity:		
Preferred stock, no par value; 3,000,000 shares authorized, none issued	—	—
Common stock, no par value; 45,000,000 shares authorized, 28,472,276 and 27,971,809 shares issued and outstanding at December 31, 2013 and June 30, 2013, respectively	163,680	149,821
Retained earnings	606,842	569,107
Accumulated other comprehensive income (loss)	(19,076)	(22,972)
Total shareholders' equity	751,446	695,956
Total liabilities and shareholders' equity	$ 1,238,302	$ 1,164,183

June 30, 2013 amounts are derived from audited consolidated financial statements.

See accompanying notes to these condensed consolidated financial statements.

SCANSOURCE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED INCOME STATEMENTS (UNAUDITED)
(In thousands, except per share data)

	Quarter ended December 31, 2013	Quarter ended December 31, 2012	Six months ended December 31, 2013	Six months ended December 31, 2012
Net sales	**$ 740,618**	$ 747,716	**$ 1,472,522**	$ 1,481,320
Cost of goods sold	**663,362**	673,365	**1,318,767**	1,332,930
Gross profit	**77,256**	74,351	**153,755**	148,390
Selling, general and administrative expenses	**49,296**	49,393	**96,836**	96,454
Change in fair value of contingent consideration	**499**	533	**1,237**	1,296
Operating income	**27,461**	24,425	**55,682**	50,640
Interest expense	**235**	130	**482**	254
Interest income	**(525)**	(532)	**(1,099)**	(1,166)
Other (income) expense, net	**(58)**	53	**51**	39
Income before income taxes	**27,809**	24,774	**56,248**	51,513
Provision for income taxes	**9,511**	8,417	**18,513**	17,514
Net income	**$ 18,298**	$ 16,357	**$ 37,735**	$ 33,999
Per share data:				
Weighted-average shares outstanding, basic	**28,293**	27,713	**28,164**	27,665
Net income per common share, basic	**$ 0.65**	$ 0.59	**$ 1.34**	$ 1.23
Weighted-average shares outstanding, diluted	**28,597**	27,958	**28,434**	27,928
Net income per common share, diluted	**$ 0.64**	$ 0.59	**$ 1.33**	$ 1.22

See accompanying notes to these condensed consolidated financial statements.

SCANSOURCE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
(In thousands)

	Quarter ended December 31,		Six months ended December 31,	
	2013	**2012**	**2013**	**2012**
Net income	**$ 18,298**	$ 16,357	**$ 37,735**	$ 33,999
Foreign currency translation adjustment	**(375)**	2,177	**3,896**	5,314
Comprehensive income	**$ 17,923**	$ 18,534	**$ 41,631**	$ 39,313

See accompanying notes to these condensed consolidated financial statements.

SCANSOURCE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(In thousands)

	Six months ended December 31, 2013	Six months ended December 31, 2012
Cash flows from operating activities:		
Net income	$ 37,735	$ 33,999
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	3,647	4,416
Amortization of debt issuance costs	164	173
Provision for doubtful accounts	6,416	5,333
Share-based compensation and restricted stock	2,170	3,153
Deferred income taxes	230	(1,957)
Excess tax benefits from share-based payment arrangements	(881)	(849)
Change in fair value of contingent consideration	1,237	1,296
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(7,167)	4,978
Inventories	(62,353)	5,607
Prepaid expenses and other assets	(2,128)	(1,741)
Other non-current assets	404	(2,973)
Accounts payable	21,225	(68,414)
Accrued expenses and other liabilities	(664)	5,616
Income taxes payable	1,314	1,375
Net cash provided by (used in) operating activities	1,349	(9,988)
Cash flows from investing activities:		
Capital expenditures	(422)	(3,204)
Net cash provided by (used in) investing activities	(422)	(3,204)
Cash flows from financing activities:		
Borrowings (repayments) on short-term borrowings, net	—	(3,912)
Borrowings on revolving credit	—	435,167
Repayments on revolving credit	—	(413,825)
Debt issuance costs	(468)	—
Contingent consideration payments	(3,646)	(4,716)
Exercise of stock options	11,055	1,458
Excess tax benefits from share-based payment arrangements	881	849
Net cash provided by (used in) financing activities	7,822	15,021
Effect of exchange rate changes on cash and cash equivalents	217	453
Increase (decrease) in cash and cash equivalents	8,966	2,282
Cash and cash equivalents at beginning of period	148,164	29,173
Cash and cash equivalents at end of period	$ 157,130	$ 31,455

See accompanying notes to these condensed consolidated financial statements.

SCANSOURCE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(1) Business and Summary of Significant Accounting Policies

Business Description

ScanSource, Inc. is a leading international wholesale distributor of specialty technology products. ScanSource, Inc. and its subsidiaries ("the Company") provide value-added distribution services for technology manufacturers and sell to resellers in the following specialty technology markets: POS Barcode and Security through its Worldwide Barcode & Security segment and Communications through its Worldwide Communications & Services segment.

The Company operates in North America, Latin America, and Europe and uses centralized distribution centers for major geographic regions. The Company distributes to the United States and Canada from its Southaven, Mississippi distribution center; to Latin America principally from distribution centers located in Florida, Mexico and Brazil; and to Europe from its distribution center in Belgium.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of ScanSource, Inc. have been prepared by the Company's management in accordance with United States generally accepted accounting principles ("US GAAP") for interim financial information and applicable rules and regulations of the Securities Exchange Act of 1934, as amended. Accordingly, they do not include all of the information and footnotes required by US GAAP for annual financial statements. The unaudited condensed consolidated financial statements included herein contain all adjustments (consisting of normal recurring and non-recurring adjustments) which are, in the opinion of management, necessary to present fairly the financial position as of December 31, 2013 and June 30, 2013, the results of operations for the quarters and six months ended December 31, 2013 and 2012, the statements of comprehensive income for the quarters and six months ended December 31, 2013 and 2012 and the statements of cash flows for the six months ended December 31, 2013 and 2012. The results of operations for the quarters and six months ended December 31, 2013 and 2012 are not necessarily indicative of the results to be expected for a full year. These financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2013.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation in the accompanying condensed consolidated financial statements.

We have restated the presentation of borrowings and repayments on revolving credit in the statements of cash flows for the six months ended December 31, 2012. Related amounts had previously been presented on a net basis, rather than on a gross basis in accordance with Accounting Standards Codification ("ASC") Topic 230. The correction had no effect on net cash used in financing activities, and the gross amounts have historically been disclosed in the debt footnote.

Summary of Significant Accounting Policies

Except as described below, there have been no material changes to the Company's significant accounting policies for the quarter and six months ended December 31, 2013 from the information included in the notes to the Company's consolidated financial statements included in the Annual Report on Form 10-K for the fiscal year ended June 30, 2013. For a discussion of the Company's significant accounting policies, please see the Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2013.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. The Company maintains some zero-balance, disbursement accounts at various financial institutions in which the Company does not maintain significant depository relationships. Due to the nature of the Company's banking relationships with these institutions, the Company does not have the right to offset most if not all outstanding checks written from these accounts against cash on hand, and the respective institutions are not legally obligated to honor the checks until sufficient funds are transferred to fund the checks. Checks released but not yet cleared from these accounts in the amounts of $107.1 million and $65.9 million are included in accounts payable as of December 31, 2013 and June 30, 2013, respectively.

Recent Accounting Pronouncements

There are currently no new accounting pronouncements that are expected to have a significant impact on our financial position, results of operations and cash flows.

(2) Earnings Per Share

Basic earnings per share are computed by dividing net income by the weighted-average number of common shares outstanding. Diluted earnings per share are computed by dividing net income by the weighted-average number of common and potential common shares outstanding.

	Quarter ended December 31,		Six months ended December 31,	
	2013	2012	2013	2012
	(in thousands, except per share data)			
Numerator:				
Net Income	**$ 18,298**	$ 16,357	**$ 37,735**	$ 33,999
Denominator:				
Weighted-average shares, basic	**28,293**	27,713	**28,164**	27,665
Dilutive effect of share-based payments	**304**	245	**270**	263
Weighted-average shares, diluted	**28,597**	27,958	**28,434**	27,928
Net income per common share, basic	**$ 0.65**	$ 0.59	**$ 1.34**	$ 1.23
Net income per common share, diluted	**$ 0.64**	$ 0.59	**$ 1.33**	$ 1.22

For the quarter and six months ended December 31, 2013, weighted average shares outstanding excluded from the computation of diluted earnings per share because their effect would be anti-dilutive were 182,299 and 438,760, respectively. For the quarter and six months ended December 31, 2012, there were 1,159,357 and 1,112,076 weighted average shares outstanding excluded from the computation of diluted earnings per share because their effect would be anti-dilutive.

(3) Accumulated Other Comprehensive Income (Loss)

Accumulated other comprehensive income (loss) consists of the following:

	December 31, 2013	June 30, 2013
	(in thousands)	
Foreign currency translation adjustment	**$ (19,076)**	$ (22,972)
Accumulated other comprehensive income (loss)	**$ (19,076)**	$ (22,972)

The tax effect of amounts in comprehensive income reflect a tax expense of $0.2 million and a tax benefit of $0.7 million for the quarters ended December 31, 2013 and June 30, 2013, respectively.

(4) Goodwill and Other Identifiable Intangible Assets

The changes in the carrying amount of goodwill for the six months ended December 31, 2013, by reporting segment, are as follows:

	Barcode & Security Segment	Communications & Services Segment	Total
		(in thousands)	
Balance as of June 30, 2013	$ 16,329	$ 15,466	$ 31,795
Foreign currency translation adjustment	199	—	199
Balance as of December 31, 2013	**$ 16,528**	**$ 15,466**	**$ 31,994**

Included within other non-current assets in the Condensed Consolidated Balance Sheets are net identifiable intangible assets of $17.6 million and $19.8 million at December 31, 2013 and June 30, 2013, respectively. These amounts relate primarily to acquired intangible assets including customer relationships, non-compete agreements, and distributor agreements.

(5) Short-Term Borrowings and Long-Term Debt

Short-Term Borrowings

A subsidiary of the Company has a €6.0 million line of credit, which is secured by the assets of our European operations and is guaranteed by ScanSource, Inc. This agreement can be withdrawn by the lender with minimal notice. The subsidiary line of credit bears interest at the 30-day Euro Interbank Offered Rate ("EURIBOR") plus a spread ranging from 1.25% to 2.00% per annum. The spread in effect as of December 31, 2013 was 1.25%. Additionally, the Company is assessed commitment fees ranging from 0.10% to 0.275% on non-utilized borrowing availability if outstanding balances are below €3.0 million. The interest rate spread and commitment fee rates are based on the Company's Leverage Ratio for its revolving credit facility, as defined below. There were no outstanding balances at December 31, 2013 and June 30, 2013.

Revolving Credit Facility

The Company has a $300 million multi-currency senior secured revolving credit facility that was scheduled to mature on October 11, 2016. On November 6, 2013, the Company entered into an amendment of this credit facility ("Amended Credit Agreement") with JPMorgan Chase Bank N.A., as administrative agent, and a syndicate of banks to extend its maturity to November 6, 2018. The Amended Credit Agreement allows for the issuance of up to $50 million for letters of credit and has a $150 million accordion feature that allows the Company to increase the availability to $450 million, subject to obtaining additional credit commitments for the lenders participating in the increase. The Company incurred debt issuance cost of $0.5 million in connection with the Amended Credit Agreement, which were capitalized to other assets on the Condensed Consolidated Balance Sheets and added to the unamortized debt issuance costs from the previous credit facility. Net debt issuance costs associated with the credit facility as of December 31, 2013 are $1.5 million and are being amortized on a straight-line basis through November 6, 2018, the maturity date of the amended credit facility.

At the Company's option, loans denominated in U.S. dollars under the Amended Credit Agreement, other than swingline loans, bear interest at a rate equal to a spread over the London Interbank Offered Rate ("LIBOR") or alternate base rate depending upon the Company's ratio of total debt (excluding accounts payable and accrued liabilities), measured as of the end of the most recent quarter, to adjusted earnings before interest expense, taxes, depreciation and amortization ("EBITDA") for the most recently completed four quarters (the "Leverage Ratio"). The Leverage Ratio calculation excludes the Company's subsidiary in Brazil. This spread ranges from 1.00% to 2.25% for LIBOR-based loans and 0.00% to 1.25% for alternate base rate loans. The spread in effect as of December 31, 2013 was 1.00% for LIBOR-based loans and 0.00% for alternate base rate loans. Additionally, the Company is assessed commitment fees ranging from 0.175% to 0.40%, depending upon the Leverage Ratio, on non-utilized borrowing availability, excluding swingline loans. Borrowings are guaranteed by substantially all of the domestic assets of the Company as well as certain foreign subsidiaries determined to be material under the Amended Credit Agreement and a pledge of up to 65% of capital stock or other equity interest in each Guarantor as defined in the Amended Credit Agreement. The Company was in compliance with all covenants under the credit facility as of December 31, 2013. There were no outstanding balances at December 31, 2013 and June 30, 2013.

The average daily balance during the six month period ended December 31, 2013 and 2012 was $0.0 million and $14.1 million, respectively.

Long-Term Debt

On August 1, 2007, the Company entered into an agreement with the State of Mississippi in order to provide financing for the acquisition and installation of certain equipment to be utilized at the Company's current Southaven, Mississippi distribution facility, through the issuance of an industrial development revenue bond. The bond matures on September 1, 2032 and accrues interest at the 30-day LIBOR rate plus a spread of 0.85%. The terms of the bond allow for payment of interest only for the first 10 years of the agreement, and then, starting on September 1, 2018 through 2032, principal and interest payments are due until the maturity date or the redemption of the bond. The agreement also provides the bondholder with a put option, exercisable only within 180 days of each fifth anniversary of the agreement, requiring the Company to pay back the bonds at 100% of the principal amount outstanding. As of December 31, 2013, the Company was in compliance with all covenants under this bond. The balance on the bond was $5.4 million as of December 31, 2013 and June 30, 2013 and is included in long-term debt. The interest rate at December 31, 2013 and June 30, 2013 was 1.02% and 1.04%, respectively.

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(6) Derivatives and Hedging Activities

The Company's results of operations could be materially impacted by significant changes in foreign currency exchange rates and interest rates. These risks and the management of these risks are discussed in greater detail below. In an effort to manage the exposure to these risks, the Company periodically enters into various derivative instruments. The Company's accounting policies for these instruments are based on whether the instruments are designated as hedge or non-hedge instruments in accordance with US GAAP. The Company records all derivatives on the balance sheet at fair value. Derivatives that are not designated as hedging instruments or the ineffective portions of cash flow hedges are adjusted to fair value through earnings in other income and expense.

Foreign Currency – The Company conducts a portion of its business internationally in a variety of foreign currencies. The exposure to market risk for changes in foreign currency exchange rates arises from foreign currency-denominated assets and liabilities, and transactions arising from non-functional currency financing or trading activities. The Company's objective is to preserve the economic value of non-functional currency-denominated cash flows. The Company attempts to hedge transaction exposures with natural offsets to the fullest extent possible and, once these opportunities have been exhausted, through forward contracts or other hedging instruments with third parties. These contracts will periodically hedge the exchange of various currencies, including the U.S. dollar, euro, British pound, Canadian dollar, Mexican peso and Brazilian real. While the Company utilizes foreign exchange contracts to hedge foreign currency exposure, the Company's foreign exchange policy prohibits the use of derivative financial instruments for speculative purposes.

The Company had contracts outstanding with notional amounts of $74.0 million and $81.3 million for the exchange of foreign currencies as of December 31, 2013 and June 30, 2013, respectively. To date, the Company has chosen not to designate these derivatives as hedging instruments, and accordingly, these instruments are adjusted to fair value through earnings in other income and expense. Summarized financial information related to these derivative contracts and changes in the underlying value of the foreign currency exposures are as follows:

	Quarter ended December 31,		Six Months ended December 31,	
	2013	**2012**	**2013**	**2012**
	(in thousands)			
Net foreign exchange derivative contract (gains) losses	**$ 219**	$ 105	**$ 2,398**	$ 1,333
Net foreign currency transactional and re-measurement (gains) losses	**(109)**	6	**(2,129)**	(1,150)
Net foreign currency (gains) losses	**$ 110**	$ 111	**$ 269**	$ 183

Net foreign exchange gains and losses consist of foreign currency transactional and functional currency re-measurements, offset by net foreign currency exchange contract gains and losses and are included in other income and expense. Foreign exchange gains and losses are generated as the result of fluctuations in the value of the British pound versus the euro, the U.S. dollar versus the euro, U.S. dollar versus the Brazilian real and other currencies versus the U.S. dollar.

The Company used the following derivative instruments, located on its Condensed Consolidated Balance Sheets, for the risk management purposes detailed above:

	As of December 31, 2013	
	Fair Value of Derivatives Designated as Hedge Instruments	**Fair Value of Derivatives Not Designated as Hedge Instruments**
	(in thousands)	
Derivative assets:(a)		
Foreign exchange contracts	$ —	$ 90
Derivative liabilities:(b)		
Foreign exchange contracts	$ —	$ 63

(a) All derivative assets are recorded as prepaid expenses and other current assets in the Condensed Consolidated Balance Sheets.
(b) All derivative liabilities are recorded as accrued expenses and other current liabilities in the Condensed Consolidated Balance Sheets.

(7) Fair Value of Financial Instruments

Accounting guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Under this guidance, the Company is required to classify certain assets and liabilities based on the fair value hierarchy, which groups fair value measured assets and liabilities based upon the following levels of inputs:

- Level 1 – Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 – Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability; and
- Level 3 – Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e. supported by little or no market activity).

The assets and liabilities maintained by the Company that are required to be measured at fair value on a recurring basis include the Company's various debt instruments, deferred compensation plan investments, outstanding foreign exchange forward contracts and contingent consideration owed to the previous owners of Brasil Distribuidora de Tecnologias Especiais LTDA ("CDC" or "ScanSource Brasil"). The carrying value of debt is considered to approximate fair value, as the Company's debt instruments are indexed to LIBOR or the alternate base rate using the market approach (Level 2 criteria).

The following table summarizes the valuation of the Company's remaining assets and liabilities measured at fair value on a recurring basis as of December 31, 2013:

	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
		(in thousands)		
Assets:				
Deferred compensation plan investments, current and non-current portion	$ 15,541	$ 15,541	$ —	$ —
Forward foreign currency exchange contracts	90	—	90	—
Total assets at fair value	$ 15,631	$ 15,541	$ 90	$ —
Liabilities:				
Deferred compensation plan investments, current and non-current portion	$ 15,541	$ 15,541	$ —	$ —
Forward foreign currency exchange contracts	63	—	63	—
Liability for contingent consideration, current and non-current portion	9,547	—	—	9,547
Total liabilities at fair value	$ 25,151	$ 15,541	$ 63	$ 9,547

The following table summarizes the valuation of the Company's remaining assets and liabilities measured at fair value on a recurring basis as of June 30, 2013:

	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
		(in thousands)		
Assets:				
Deferred compensation plan investments, current and non-current portion	$ 13,752	$ 13,752	$ —	$ —
Forward foreign currency exchange contracts	308	—	308	—
Total assets at fair value	$ 14,060	$ 13,752	$ 308	$ —
Liabilities:				
Deferred compensation plan investments, current and non-current portion	$ 13,752	$ 13,752	$ —	$ —
Forward foreign currency exchange contracts	34	—	34	—
Liability for contingent consideration, current and non-current portion	12,545	—	—	12,545
Total liabilities at fair value	$ 26,331	$ 13,752	$ 34	$ 12,545

The investments in the deferred compensation plan are held in a rabbi trust and include mutual funds and cash equivalents for payment of non-qualified benefits for certain retired, terminated or active employees. These investments are recorded to prepaid and other assets (current) or other assets (non-current) depending on their corresponding, anticipated distributions to recipients, which are reported in accrued expenses and other liabilities (current) or other long-term liabilities (non-current), respectively.

Foreign currency forward contracts are measured using the market approach on a recurring basis considering foreign currency spot rates and forward rates quoted by banks or foreign currency dealers (Level 2). See Note 6 - *Derivatives and Hedging Activities*. Foreign currency contracts are classified in the consolidated balance sheet in prepaid expenses and other assets or accrued expenses and other liabilities, depending on the respective contracts' favorable or unfavorable positions.

The Company recorded a contingent consideration liability at the acquisition date of CDC representing the amounts payable to former CDC shareholders, as outlined under the terms of the Share Purchase and Sale Agreement, based upon the achievement of projected earnings, net of specific pro forma adjustments. The current and non-current portions of this obligation are reported separately on the Condensed Consolidated Balance Sheets. The fair value of contingent consideration (Level 3) is determined using a discounted cash flow model. Subsequent changes in the fair value of the contingent consideration liability are recorded to the change in fair value of contingent consideration line item in the Condensed Consolidated Income Statements. Fluctuations due to foreign currency translation are captured in other comprehensive income through the changes in foreign currency translation adjustments line item as seen in Note 3 - *Accumulated Other Comprehensive Income*.

The table below provides a summary of the changes in fair value of the Company's contingent consideration (Level 3) for the CDC earnout for the quarters and six months ended December 31, 2013 and 2012:

	Contingent consideration for the quarter ended December 31,		Contingent consideration for the six months ended December 31,	
	2013	**2012**	**2013**	**2012**
	(in thousands)			
Fair value at beginning of period	**$ 9,506**	$ 17,342	**$ 12,545**	$ 16,653
Payments	**(2)**	(4,716)	**(3,646)**	(4,716)
Change in fair value of contingent consideration	**499**	533	**1,237**	1,296
Foreign currency translation adjustment	**(456)**	(69)	**(589)**	(143)
Fair value at end of period	**$ 9,547**	$ 13,090	**$ 9,547**	$ 13,090

The fair value of the liability for the contingent consideration recognized at December 31, 2013 was $9.5 million of which $5.2 million is classified as current. The fair values of amounts owed are recorded in "current portion of contingent consideration" and "long-term portion of contingent consideration" in the Company's Condensed Consolidated Balance Sheets. The U.S. dollar amounts of actual disbursements made in connection with future earnout payments are subject to change as the liability is denominated in Brazilian reais and subject to foreign exchange fluctuation risk. The Company will revalue the contingent consideration liability at each reporting date through the last payment, with changes in the fair value of the contingent consideration reflected in the "change in fair value of contingent consideration" line item on the Company's Condensed Consolidated Income Statements that is included in the calculation of operating income. The fair value of the contingent consideration liability associated with future earnout payments is based on several factors, including:

- estimated future results, net of pro forma adjustments set forth in the Share Purchase and Sale Agreement;
- the probability of achieving these results; and
- a discount rate reflective of the Company's creditworthiness and market risk premium associated with the Brazilian market.

A change in any of these unobservable inputs can significantly change the fair value of the contingent consideration. The change in fair value of the contingent consideration recognized in the Condensed Consolidated Income Statements contributed losses of $0.5 million and $1.2 million for the quarter and six months ended December 31, 2013, respectively. The change this quarter and year to date period is largely driven by the recurring amortization of the unrecognized fair value discount. In addition, volatility in the foreign exchange between the Brazilian real and the U.S. dollar has driven changes in the translation of this Brazilian real denominated liability. Although there is no contractual limit, total future undiscounted contingent consideration payments are anticipated to range up to $12.3 million, based on the Company's best estimate as the earnout is based on a multiple of adjusted earnings.

(8) Segment Information

The Company is a leading distributor of specialty technology products, providing value-added distribution sales to resellers in specialty technology markets. The Company has two reportable segments, based on product and service type.

Historically, the Company's reporting units coincided with its geographic operating segments of North America and International. In the fourth quarter of fiscal 2013, the Company reorganized its management structure and reporting segments to globally leverage the Company's leadership in specific technology markets, changing from a geographic to a technology focus. As part of this new structure, the Company formed two operating segments with a global technology focus: Worldwide Barcode & Security ("Barcode/Security") and Worldwide Communications & Services ("Communications/Services"). Each operating segment is managed around its global technology focus and is supported by its centralized infrastructure, including distribution centers and back office operations. Each operating segment has its own management team led by a president and includes regional presidents within the operating group who manage the various functions within each segment. Decisions and planning for the Company as a whole are made at the corporate level by analyzing results from the operating segments. The principal measure of segment performance is considered to be operating income. These technology business segments replace the geographic segments previously used, and the Company has retrospectively reclassified the condensed consolidated financial statements to conform to the new presentation.

Worldwide Barcode & Security Segment

The Barcode/Security distribution segment focuses on automatic identification and data capture ("AIDC"), point-of-sale ("POS"), and electronic physical security technologies. We have business units within this segment for sales and merchandising functions, including ScanSource POS and Barcode business units in North America, Latin America, and Europe and the ScanSource Security business unit in North America. We see adjacencies among these technologies in helping our resellers develop solutions, such as with networking products. AIDC and POS products interface with computer systems used to automate the collection, processing and communication of information for commercial and industrial applications, including retail sales, distribution, shipping, inventory control, materials handling, warehouse management and health care applications. Electronic physical security products include identification, access control, video surveillance, intrusion-related and wireless infrastructure products.

Worldwide Communications & Services Segment

The Communications/Services distribution segment focuses on communications technologies and services. We have business units within this segment for sales and merchandising functions, including the ScanSource Catalyst business unit in North America, ScanSource Communications business units in North America and Europe, and the ScanSource Services Group business unit in North America. ScanSource Catalyst and ScanSource Communications business units market voice, video conferencing, data networking and converged communications solutions. The ScanSource Services Group business unit delivers value-added support programs and services, including education and training, network assessments, custom configuration, implementation and marketing.

	Quarter ended December 31,		Six months ended December 31,	
	2013	2012	2013	2012
	(In thousands)			
Sales:				
Worldwide Barcode & Security	**$ 476,206**	$ 489,075	**$ 926,850**	$ 945,262
Worldwide Communications & Services	**264,412**	258,641	**545,672**	536,058
	$ 740,618	$ 747,716	**$ 1,472,522**	$ 1,481,320
Depreciation and amortization:				
Worldwide Barcode & Security	**$ 1,052**	$ 1,411	**$ 2,134**	$ 2,859
Worldwide Communications & Services	**726**	777	**1,513**	1,557
	$ 1,778	$ 2,188	**$ 3,647**	$ 4,416
Operating income:				
Worldwide Barcode & Security	**$ 12,955**	$ 13,289	**$ 24,914**	$ 25,913
Worldwide Communications & Services	**14,506**	11,136	**30,768**	24,727
	$ 27,461	$ 24,425	**$ 55,682**	$ 50,640
Capital expenditures:				
Worldwide Barcode & Security	**$ 161**	$ 22	**$ 303**	$ 133
Worldwide Communications & Services	**45**	346	**119**	653
Corporate	**—**	830	**—**	2,418
	$ 206	$ 1,198	**$ 422**	$ 3,204
Sales by Geography Category:				
North America	**$ 558,199**	$ 562,317	**$ 1,128,557**	$ 1,127,615
International	**195,529**	199,729	**369,093**	387,521
Less intercompany sales	**(13,110)**	(14,330)	**(25,128)**	(33,816)
	$ 740,618	$ 747,716	**$ 1,472,522**	$ 1,481,320

	December 31, 2013	June 30, 2013
	(in thousands)	
Assets:		
Worldwide Barcode & Security	**$ 655,218**	$ 609,939
Worldwide Communications & Services	**405,312**	387,097
Corporate	**177,772**	167,147
	$ 1,238,302	$ 1,164,183

(9) Commitments and Contingencies

The Company and its subsidiaries are, from time to time, parties to lawsuits arising out of operations. Although there can be no assurance, based upon information known to the Company, the Company believes that any liability resulting from an adverse determination of such lawsuits would not have a material adverse effect on the Company's financial condition, results of operations or cash flows.

During the Company's due diligence for the CDC acquisition, several pre-acquisition contingencies were identified regarding various Brazilian federal and state tax exposures. The Company is able to record indemnification receivables that are reported gross of the pre-acquisition contingency liabilities as they were escrowed in the Share Purchase and Sale Agreement. However, indemnity claims can be made up to the entire purchase price, which includes the initial payment and all future earnout payments. The table below summarizes the balances and line item presentation of these pre-acquisition contingencies and corresponding indemnification receivables in the Company's Condensed Consolidated Balance Sheets:

	December 31, 2013	June 30, 2013
	(in thousands)	
Assets		
Prepaid expenses and other current assets	$ 4,787	$ 5,061
Other non-current assets	$ 2,748	$ 2,905
Liabilities		
Other current liabilities	$ 4,787	$ 5,061
Other long-term liabilities	$ 2,748	$ 2,905

Changes in these contingent liabilities and receivables from June 30, 2013, are primarily driven by foreign currency translation.

(10) Income Taxes

The Company had approximately $1.2 million and $1.0 million of total gross unrecognized tax benefits as of December 31, 2013 and June 30, 2013. Of this total at December 31, 2013, approximately $0.7 million represents the amount of unrecognized tax benefits that are permanent in nature and, if recognized, would affect the annual effective tax rate. The Company does not believe that the total amount of unrecognized tax benefits will significantly increase or decrease within twelve months of the reporting date.

The Company conducts business globally and, as a result, one or more of its subsidiaries files income tax returns in the U.S. federal, various state, local and foreign jurisdictions. In the normal course of business, the Company is subject to examination by taxing authorities in countries and states in which it operates. With certain exceptions, the Company is no longer subject to state and local, or non-U.S. income tax examinations by tax authorities for the years before June 30, 2009.

The Company's policy is to recognize interest and penalties related to income tax matters in income tax expense. As of December 31, 2013, the Company had approximately $0.9 million accrued for interest and penalties.

Income taxes for the interim period presented have been included in the accompanying condensed consolidated financial statements on the basis of an estimated annual effective tax rate. In addition to the amount of tax resulting from applying the estimated annual effective tax rate to pre-tax income, the Company includes certain items treated as discrete events to arrive at an estimated overall tax provision. As a result of a change in our effective state tax rate, an adjustment to deferred tax assets was accounted for discretely, resulting in a net tax benefit of $0.7 million for the six months ended December 31, 2013.

The Company's effective tax rate differs from the federal statutory rate of 35% primarily as a result of income derived from tax jurisdictions with varying income tax rates and state income taxes.

The Company has provided for U.S. income taxes for the current earnings of its Canadian subsidiary. Earnings from all other geographies will continue to be considered retained indefinitely for reinvestment.

Financial results in prior quarters have generated pre-tax losses in Europe, which were primarily the result of our European Communications business, and could affect the valuation of certain deferred tax assets. Year to date, the European business has fluctuated, generating a pre-tax profit in the first quarter but a nominal loss year to date. In the judgment of management, it is more likely than not that the deferred tax asset will be realized.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Overview

ScanSource, Inc. is a leading international wholesale distributor of specialty technology products. ScanSource, Inc. and its subsidiaries (the "Company") provide value-added distribution services for approximately 250 technology manufacturers and sell to approximately 28,000 resellers in the following specialty technology markets: POS and Barcode, Security and Communications.

The Company operates in the United States, Canada, Mexico, Latin America, and Europe and uses centralized distribution centers for major geographic regions. The Company distributes to the United States and Canada from its Southaven, Mississippi distribution center; to Latin America and Mexico principally from distribution centers located in Florida, Mexico and Brazil; and to Europe principally from its distribution center in Belgium.

The Company distributes products for many of its key vendors in all of its geographic markets; however certain vendors only allow distribution to specific geographies. The Company's key vendors in barcode technologies include Bematech, Cisco, Datalogic, Datamax-O'Neil, Elo, Epson, Honeywell, Intermec by Honeywell, Motorola, NCR, Toshiba Global Commerce Solutions and Zebra Technologies. The Company's key vendors for security technologies include Arecont, Axis, Bosch, Cisco, Datacard, Exacq Technologies, Fargo, HID, March Networks, Panasonic, Ruckus Wireless, Samsung, Sony and Zebra Card. The Company's key vendors in communications technologies include Aruba, Avaya, AudioCodes, Cisco, Dialogic, Extreme Networks, Meru Networks, Plantronics, Polycom, Shoretel and Sonus.

In the fourth quarter of fiscal 2013, we announced a new management structure to enhance our worldwide technology markets focus and growth strategy. This strategy focuses on our barcode, security and communication technologies. Our worldwide management structure created new leadership roles and reporting segments to globally leverage the Company's leadership in specific technology markets. As a part of this new structure, ScanSource has created two technology segments, each with its own president. The two segments are Worldwide Barcode & Security, which includes ScanSource POS and Barcode and ScanSource Security business units, and Worldwide Communications & Services, which encompasses ScanSource Catalyst, ScanSource Communications and ScanSource Services Group business units. The new reporting segments of Worldwide Barcode & Security and Worldwide Communications & Services replace the geographic segments of North America and International and give us the ability to leverage our size and experience to deliver more value to our vendor and reseller partners in our existing markets.

Our objective is to continue to grow profitable sales in the technologies we distribute with emphasis on growth in security and communication technologies. We continue to evaluate strategic acquisitions to enhance our technological and geographic portfolios, as well as introduce new product lines to our line card. In doing so, we face numerous challenges that require attention and resources. Certain business units and geographies continue to experience increased competition for the products we distribute. This competition may come in the form of pricing, credit terms, service levels, product availability and changes from a closed distribution sales model, in which resellers must purchase exclusively from one distributor, to an open distribution sales model, in which resellers may choose to purchase from multiple distributors. As this competition could affect both our market share and pricing of our products, we may change our strategy in order to effectively compete in the marketplace.

In recent quarters, our Latin America subsidiary has been experiencing a significant drop in revenue in Venezuela due to increased country-specific risks. In Venezuela, the Company's transactions are denominated in U.S. dollars; however, our Venezuelan resellers are having difficulties getting U.S. dollars to pay us since the government controls the available U.S. dollars within the country. Hence, we have heightened risk of collectability in this country. At December 31, 2013, the Company held $2.1 million in accounts receivable with 100% reserves specific to accounts receivable in Venezuela.

In December 2013, the Company retained SAP for software platform and implementation consulting services for a new Enterprise Resource Planning ("ERP") system.

Evaluating Financial Condition and Operating Performance

In addition to disclosing results that are determined in accordance with United States Generally Accepted Accounting Principles ("US GAAP"), we also disclose certain non-GAAP financial measures. These measures include return on invested capital ("ROIC") and "constant currency," a measure that excludes the translation exchange impact from changes in foreign currency exchange rates between reporting periods. We use non-GAAP financial measures to better understand and evaluate performance, including comparisons from period to period.

These non-GAAP financial measures have limitations as analytical tools, and the non-GAAP financial measures that we report may not be comparable to similarly titled amounts reported by other companies. Analysis of results and outlook on a non-GAAP basis should be considered in addition to, and not in substitution for or as superior to, measurements of financial performance prepared in accordance with US GAAP.

Return on Invested Capital

Management uses ROIC as a performance measurement to assess efficiency at allocating capital under the Company's control to generate returns. Management believes this metric balances the Company's operating results with asset and liability management, is not impacted by capitalization decisions and is considered to have a strong correlation with shareholder value creation. In addition, it is easily computed, communicated and understood. ROIC also provides management a measure of the Company's profitability on a basis more comparable to historical or future periods.

ROIC assists us in comparing our performance over various reporting periods on a consistent basis because it removes from our operating results the impact of items that do not reflect our core operating performance. We believe the calculation of ROIC provides useful information to investors and is an additional relevant comparison of our performance during the year. In addition, the Company's Board of Directors uses ROIC in evaluating business and management performance. Certain management incentive compensation targets are set and measured relative to ROIC.

We calculate ROIC as earnings before interest expense, income taxes, depreciation and amortization ("EBITDA") divided by invested capital. Invested capital is defined as average equity plus average daily funded interest-bearing debt for the period. The following table summarizes annualized return on invested capital ratio for the quarters ended December 31, 2013 and 2012, respectively:

	Quarter ended December 31, 2013	Quarter ended December 31, 2012
Return on invested capital ratio, annualized [(a)]	**15.9%**	15.2%

(a) The annualized EBITDA amount is divided by days in the quarter times 365 days per year (366 during leap years). There were 92 days in the current and prior year quarter, respectively.

The components of this calculation and reconciliation to our financial statements are shown on the following schedule:

	Quarter ended December 31, 2013	Quarter ended December 31, 2012
	(in thousands)	
Reconciliation of net income to EBITDA:		
Net income (GAAP)	**$ 18,298**	$ 16,357
Plus: income taxes	**9,511**	8,417
Plus: interest expense	**235**	130
Plus: depreciation and amortization [(a)]	**1,778**	2,275
EBITDA (numerator for ROIC) (non-GAAP)	**$ 29,822**	$ 27,179

(a) Depreciation and amortization for the quarter ended December 31, 2012 include debt issuance costs of $0.1 million.

	Quarter ended December 31, 2013	Quarter ended December 31, 2012
	(in thousands)	
Invested capital calculations:		
Equity – beginning of the quarter	**$ 723,748**	$ 676,136
Equity – end of the quarter	**751,446**	696,960
Average equity	**737,597**	686,548
Average funded debt [(a)]	**5,429**	23,850
Invested capital (denominator for ROIC) (non-GAAP)	**$ 743,026**	$ 710,398

(a) Average funded debt is calculated as the average daily amounts outstanding on our short-term and long-term interest-bearing debt.

Results of Operations

Currency

We make references to "constant currency," a non-GAAP performance measure that excludes the foreign exchange rate impact from fluctuations in the weighted average foreign exchange rates between reporting periods. Constant currency is calculated by translating current period results from currencies other than the U.S. dollar using the comparable weighted average foreign exchange rates from the prior year period. This information is provided to view financial results without the impact of fluctuations in foreign currency rates, thereby enhancing comparability between reporting periods.

Net Sales

The Company has two reportable segments, which are based on technologies. The following tables summarize the Company’s net sales results by technology segment and by geographic location for the quarters ended December 31, 2013 and 2012, respectively:

Net Sales by Segment:	Quarter ended December 31, 2013	2012	$ Change	% Change
	(in thousands)			
Worldwide Barcode & Security	**$ 476,206**	$ 489,075	$ (12,869)	(2.6)%
Worldwide Communications & Services	**264,412**	258,641	5,771	2.2 %
Total net sales	**$ 740,618**	$ 747,716	$ (7,098)	(0.9)%

	Six Months ended December 31, 2013	2012	$ Change	% Change
	(in thousands)			
Worldwide Barcode & Security	**$ 926,850**	$ 945,262	$ (18,412)	(1.9)%
Worldwide Communications & Services	**545,672**	536,058	9,614	1.8 %
Total net sales	**$ 1,472,522**	$ 1,481,320	$ (8,798)	(0.6)%

Worldwide Barcode & Security

The Barcode & Security distribution segment consists of sales to technology resellers in our ScanSource POS & Barcode business units in North America, Europe, Brazil and Latin America and our ScanSource Security business unit in North America. Sales for the Barcode & Security distribution segment decreased $12.9 million and $18.4 million, compared to the prior year quarter and prior year six month period, respectively. On a constant currency basis, net sales for the distribution segment decreased $13.3 million and $18.8 million, which represents a 2.7% and 2.0% decrease, compared to the prior year quarter and prior year six month period, respectively. The decline in Barcode & Security sales is primarily due to market demand trends for barcode products and fewer big deals than the prior year. Additionally, our Security sales declined from weaker sales in networking infrastructure and card printers offsetting year-over-year growth in video surveillance and access control.

Worldwide Communications & Services

The Communications & Services distribution segment consists of sales to technology resellers in our ScanSource Communications business units in North America and Europe, ScanSource Catalyst in North America, and ScanSource Services Group. Sales for the Communications & Services segment increased $5.8 million and $9.6 million compared to the prior year quarter and prior year six month period, respectively. On a constant currency basis, net sales for the distribution segment increased $5.0 million and $7.8 million, which represents a 1.9% and 1.5% increase, compared to the prior year quarter and prior year six month period, respectively. Sales for the North American Communications and Catalysts business units grew year-over-year, primarily due to increases in the number of big deals and growth in key vendor lines.

Net Sales by Geography:	**Quarter ended December 31, 2013**	**2012**	**$ Change**	**% Change**
	(in thousands)			
North American (U.S. and Canada)	**$ 545,089**	$ 547,987	$ (2,898)	(0.5)%
International	**195,529**	199,729	(4,200)	(2.1)%
Total net sales	**$ 740,618**	$ 747,716	$ (7,098)	(0.9)%

	Six Months ended December 31, 2013	**2012**	**$ Change**	**% Change**
	(in thousands)			
North American (U.S. and Canada)	**$ 1,103,429**	$ 1,093,799	$ 9,630	0.9 %
International	**369,093**	387,521	(18,428)	(4.8)%
Total net sales	**$ 1,472,522**	$ 1,481,320	$ (8,798)	(0.6)%

Gross Profit

The following table summarizes the Company's gross profit for the quarters ended December 31, 2013 and 2012, respectively:

	Quarter ended December 31, 2013	**2012**	**$ Change**	**% Change**	**% of Net Sales December 31, 2013**	**2012**
	(in thousands)					
Worldwide Barcode & Security	**$ 42,750**	$ 44,435	$ (1,685)	(3.8)%	**9.0%**	9.1%
Worldwide Communications & Services	**34,506**	29,916	4,590	15.3 %	**13.1%**	11.6%
Gross profit	**$ 77,256**	$ 74,351	$ 2,905	3.9 %	**10.4%**	9.9%

	Six Months ended December 31, 2013	**2012**	**$ Change**	**% Change**	**% of Net Sales December 31, 2013**	**2012**
	(in thousands)					
Worldwide Barcode & Security	**$ 83,480**	$ 85,696	$ (2,216)	(2.6)%	**9.0%**	9.1%
Worldwide Communications & Services	**70,275**	62,694	7,581	12.1 %	**12.9%**	11.7%
Gross profit	**$ 153,755**	$ 148,390	$ 5,365	3.6 %	**10.4%**	10.0%

Worldwide Barcode & Security

Gross profit dollars for the Barcode & Security distribution segment decreased for the quarter and six months ended December 31, 2013, compared to the prior period, from lower sales volumes. As a percentage of net sales, our gross profit margin remained relatively flat compared to the prior year period.

Worldwide Communications & Services

In the Communications & Services distribution segment, gross profit dollars and gross profit margin (as a percentage of net sales) increased for the quarter and six months ended December 31, 2013, compared to the prior period. The increases in gross profit margin are primarily due to higher service fee revenues and improved vendor program recognition.

Operating Expenses

The following table summarizes our operating expenses for the quarters and six months ended December 31, 2013 and 2012, respectively:

	Quarter ended December 31, 2013	2012	$ Change	% Change	% of Net Sales December 31, 2013	2012
	(in thousands)					
Selling, general and administrative expense	**$ 49,296**	$ 49,393	$ (97)	(0.2)%	**6.7%**	6.6%
Change in fair value of contingent consideration	**499**	533	(34)	(6.4)%	**0.1%**	0.1%
Operating expense	**$ 49,795**	$ 49,926	$ (131)	(0.3)%	**6.7%**	6.7%

	Six Months ended December 31, 2013	2012	$ Change	% Change	% of Net Sales December 31, 2013	2012
	(in thousands)					
Selling, general and administrative expense	**$ 96,836**	$ 96,454	$ 382	0.4 %	**6.6%**	6.5%
Change in fair value of contingent consideration	**1,237**	1,296	(59)	(4.6)%	**0.1%**	0.1%
Operating expense	**$ 98,073**	$ 97,750	$ 323	0.3 %	**6.7%**	6.6%

Selling, general and administrative expense ("SG&A") decreased $0.1 million for the quarter ended December 31, 2013. In the quarter ended December 31, 2012 the Company incurred $2.1 million in expenses related to tax compliance and personnel replacement costs in Belgium. SG&A expenses for the quarter ended December 31, 2013 included severance expense for a Company executive and other elevated personnel costs.

SG&A increased $0.4 million for the six months ended December 31, 2013. The increase in SG&A expenses for the current six month period is primarily due to higher bad debt expenses, partially offset by lower amortization expense for fully amortized intangible assets.

We present changes in fair value of the contingent consideration owed to the former shareholders of CDC as a separate line item in operating expenses. In the current quarter and six month period, we have recorded fair value adjustment losses of $0.5 million and $1.2 million, respectively. These losses are primarily the result of the recurring amortization of the unrecognized fair value discount.

Operating Income

The following table summarizes our operating income for the quarters and six months ended December 31, 2013 and 2012, respectively:

	Quarter ended December 31, 2013	2012	$ Change	% Change	% of Net Sales December 31, 2013	2012
	(in thousands)					
Worldwide Barcode & Security	**$ 12,955**	$ 13,289	$ (334)	(2.5)%	**2.7%**	2.7%
Worldwide Communications & Services	**14,506**	11,136	3,370	30.3 %	**5.5%**	4.3%
Operating income	**$ 27,461**	$ 24,425	$ 3,036	12.4 %	**3.7%**	3.3%

	Six Months ended December 31, 2013	2012	$ Change	% Change	% of Net Sales December 31, 2013	2012
	(in thousands)					
Worldwide Barcode & Security	**$ 24,914**	$ 25,913	$ (999)	(3.9)%	**2.7%**	2.7%
Worldwide Communications & Services	**30,768**	24,727	6,041	24.4 %	**5.6%**	4.6%
Operating income	**$ 55,682**	$ 50,640	$ 5,042	10.0 %	**3.8%**	3.4%

Worldwide Barcode & Security

For the Barcode & Security distribution segment, operating income decreased $0.3 million and $1.0 million from the prior year quarter and prior year six month period, respectively, primarily from lower sales volume. Operating income as a percentage of net sales remained flat for the quarter and six months ended December 31, 2013.

Worldwide Communications & Services

For the Communications & Services distribution segment, operating income increased $3.4 million and $6.0 million for the quarter and six months ended December 31, 2013, compared with operating income for the prior year period. These increases are primarily due to an increase in service fee revenues and vendor program recognition as described above.

Total Other Expense (Income)

The following table summarizes our total other (income) expense for the quarters and six months ended December 31, 2013 and 2012, respectively:

	Quarter ended December 31,				% of Net Sales December 31,	
	2013	2012	$ Change	% Change	2013	2012
		(in thousands)				
Interest expense	**$ 235**	$ 130	$ 105	80.8 %	**0.0 %**	0.0 %
Interest income	**(525)**	(532)	7	(1.3)%	**(0.1)%**	(0.1)%
Net foreign exchange (gains) losses	**110**	111	(1)	(0.9)%	**0.0 %**	0.0 %
Other, net	**(168)**	(58)	(110)	189.7 %	**(0.0)%**	(0.0)%
Total other (income) expense, net	**$ (348)**	$ (349)	$ 1	(0.3)%	**(0.0)%**	(0.0)%

	Six Months ended December 31,				% of Net Sales December 31,	
	2013	2012	$ Change	% Change	2013	2012
		(in thousands)				
Interest expense	**$ 482**	$ 254	$ 228	89.8 %	**0.0 %**	0.0 %
Interest income	**(1,099)**	(1,166)	67	(5.7)%	**(0.1)%**	(0.1)%
Net foreign exchange (gains) losses	**269**	183	86	47.0 %	**0.0 %**	0.0 %
Other, net	**(218)**	(144)	(74)	51.4 %	**(0.0)%**	(0.0)%
Total other (income) expense, net	**$ (566)**	$ (873)	$ 307	(35.2)%	**(0.0)%**	(0.1)%

Interest expense reflects interest incurred on long-term debt, non-utilization fees from the Company's revolving credit facility and the amortization of debt issuance costs in the quarter and six months ended December 31, 2013.

Interest income for the quarter and six months ended December 31, 2013 was $0.5 million and $1.1 million, respectively, and includes interest income generated on longer-term interest bearing receivables and interest earned on cash and cash equivalents.

Net foreign exchange losses consist of foreign currency transactional and functional currency re-measurements, offset by net foreign currency exchange contract gains and losses. Foreign exchange gains and losses are generated from fluctuations in the value of the British pound versus the euro, the U.S. dollar versus the euro, the U.S. dollar versus the Brazilian real, the Canadian dollar versus the U.S. dollar and other currencies versus the U.S. dollar. While we utilize foreign exchange contracts and debt in non-functional currencies to hedge foreign currency exposure, our foreign exchange policy prohibits the use for speculative transactions.

Provision for Income Taxes

For the quarter and six months ended December 31, 2013, income tax expense was $9.5 million and $18.5 million, respectively, reflecting an effective tax rate of 34.2% and 32.9%, respectively. The effective tax rate for the quarter and six months ended December 31, 2012 was 34%. The increase in the effective tax rate from the prior year six month period is primarily due to the recognition of a discrete item in the quarter ended September 30, 2013. As a result of a change in our effective state tax rate, an adjustment to deferred tax assets was accounted for discretely, resulting in a net tax benefit of $0.7 million for the quarter ended September 30, 2013. Excluding the recognition of the discrete item, the effective tax rate for the six months ended December 31, 2013 would have been 34.2%, which is our estimate of the annual effective tax rate for the full fiscal year.

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations and borrowings under the $300 million revolving credit facility, $5.4 million industrial revenue bond and €6 million line of credit for our European subsidiary. As a distribution company, our business requires significant investment in working capital, particularly accounts receivable and inventory, partially financed through our accounts payable to vendors and revolving lines of credit. In general, as our sales volumes increase, our net investment in working capital typically increases, which typically results in decreased cash flow from operating activities. Conversely, when sales volumes decrease, our net investment in working capital typically decreases, which typically results in increased cash flow from operating activities.

Our cash and cash equivalents balance totaled $157.1 million at December 31, 2013, compared to $148.2 million at June 30, 2013, including $24.6 million and $23.8 million held outside of the United States at December 31, 2013 and June 30, 2013, respectively. Checks released but not yet cleared in the amounts of $107.1 million and $65.9 million are included in accounts payable as of December 31, 2013 and June 30, 2013, respectively.

We conduct business in many locations throughout the world where we generate and use cash. The Company provides for U.S. income taxes for the earnings of its Canadian subsidiary. Earnings from all other geographies are considered retained indefinitely for reinvestment. If these funds were needed in the operations of the United States, we would be required to record and pay significant income taxes upon repatriation of these funds.

Our net investment in working capital has increased to $669.2 million at December 31, 2013 from $614.4 million at June 30, 2013 and increased compared to the December 31, 2012 balance of $597.7 million. Net working capital has increased $54.8 million since June 30, 2013, principally from higher inventory balances, partially offset by higher accounts payable. Our net investment in working capital is affected by several factors such as fluctuations in sales volume, net income, timing of collections from customers, increases and decreases to inventory levels, payments to vendors, as well as, cash generated or used by other financing and investing activities.

As mentioned above, given our business model, we typically have an inverse relationship between cash flows from operating activities and our sales volumes. Net cash provided by operating activities was $1.3 million for the six months ended December 31, 2013, compared to $10.0 million used in operating activities in the prior year period. The increase is largely attributable to higher net income adjusted for non-cash items and higher accounts payable balances from timing of certain vendor payments, partially offset by increases in inventory balances.

The number of days sales in receivables ("DSO") was 53 days at December 31, 2013, compared to 55 and 54 days at June 30, 2013 and December 31, 2012, respectively. Inventory turned 5.9 times during the second quarter of fiscal year 2014 versus 6.3 and 5.6 times in the sequential and prior year quarters, respectively.

Cash used in investing activities for the six months ended December 31, 2013 was $0.4 million, compared to $3.2 million used in the prior year period. Current year capital expenditures were attributable to building improvements, while prior year investing cash flows were primarily attributable to investments that were subsequently impaired.

In December 2013, we retained SAP for the software platform and implementation consulting services for a new Enterprise Resource Planning ("ERP") system. The Company is currently working on the development and implementation of the new ERP platform. Management expects capital spending for fiscal 2014 to range from $13 million to $18 million, primarily related to the ERP system.

For the six months ended December 31, 2013, cash provided by financing activities totaled to $7.8 million, compared to $15.0 million cash in the prior year period. The change in cash provided by financing activities was primarily from increased exercises of stock options.

The Company has a $300 million multi-currency senior secured revolving credit facility that was scheduled to mature on October 11, 2016. On November 6, 2013, the Company entered into an amendment of this credit facility ("Amended Credit Agreement") with JP Morgan Chase Bank, N.A, as administrative agent, and a syndicate of banks to extend its maturity to November 6, 2018. The Amended Credit Agreement allows for the issuance of up to $50 million for letters of credit and has a $150 million accordion feature that allows the Company to increase the availability to $450 million, subject to obtaining additional credit commitments for the lenders participating in the increase.

At our option, loans denominated in U.S. dollars under the Amended Credit Agreement, other than swingline loans, bear interest at a rate equal to a spread over the London Interbank Offered Rate ("LIBOR") or alternate base rate depending upon the Company's ratio of total debt (excluding accounts payable and accrued liabilities) to EBITDA, measured as of the end of the most recent year or quarter, as applicable, for which financial statements have been delivered to the Lenders (the "Leverage Ratio"). This spread ranges from 1.00% to 2.25% for LIBOR-based loans and 0.00% to 1.25% for alternate base rate loans. Borrowings under the Amended Credit Agreement are guaranteed by substantially all of the domestic assets of the Company as well as certain foreign subsidiaries determined to be material under the Amended Credit Agreement and a pledge of up to 65% of capital stock or other equity interest in each Guarantor (as defined in the Amended Credit Agreement). We were in compliance with all covenants under the credit facility as of December 31, 2013.

There were no outstanding borrowings on our $300 million revolving credit facility as of December 31, 2013 and June 30, 2013.

On a gross basis, we made zero borrowings and repayments on our Revolving Credit Facility in the six months ended December 31, 2013. In the prior year-to-date period, we borrowed $435.2 million and repaid $413.8 million. The average daily balance on the Revolving Credit Facility was $0.0 million and $14.1 million for the six months ended December 31, 2013 and 2012, respectively. There were no standby letters of credits issued and outstanding as of December 31, 2013 on the revolving credit facility, leaving $300 million available for additional borrowings.

In addition to our multi-currency $300 million revolving credit facility, we have a €6.0 million subsidiary line of credit for our European operations which bears interest at the 30-day Euro Interbank Offered Rate ("EURIBOR") plus a spread ranging from 1.25% to 2.00% per annum. There were no outstanding borrowings as of December 31, 2013 and June 30, 2013. This facility is secured by the assets of our European operations and is guaranteed by ScanSource, Inc.

On April 15, 2011, the Company, through its wholly-owned subsidiary, ScanSource do Brasil Participações LTDA, completed its acquisition of all of the shares of CDC, pursuant to a Share Purchase and Sale Agreement dated April 7, 2011. The purchase price was paid with an initial payment of $36.2 million, net of cash acquired, assumption of working capital payables and debt, and variable annual payments through October 2015 based on CDC's annual financial results. The Company has made its first three payments to the former shareholders. As of December 31, 2013, we have $9.5 million recorded for the continuing earnout obligation, of which $5.2 million is classified as current. Future earnout payments will be funded by cash on hand and our existing revolving credit facility.

We believe that our existing sources of liquidity, including cash resources and cash provided by operating activities, supplemented as necessary with funds under our credit agreements, will provide sufficient resources to meet the present and future working capital and cash requirements for at least the next twelve months.

Contractual Obligations

There have been no material changes in our contractual obligations and commitments as disclosed in our Annual Report on Form 10-K as of August 26, 2013.

Accounting Standards Recently Issued

There are currently no new accounting standards issued that are expected to have a significant impact on our financial position, results of operations and cash flows upon adoption.

Critical Accounting Policies and Estimates

Critical accounting policies are those that are important to our financial condition and require management's most difficult, subjective or complex judgments. Different amounts would be reported under different operating conditions or under alternative assumptions. We have evaluated the accounting policies used in the preparation of the consolidated financial statements and related notes and believe those policies to be reasonable and appropriate. See Note 1 of the Notes to Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended June 30, 2013 for a complete listing of our significant accounting policies.

Goodwill

Goodwill is not amortized but is tested annually for impairment at a reporting unit level. Additionally, goodwill is tested for impairment on an interim basis if at any time facts and circumstances indicate that an impairment may have occurred.

As discussed in Item 7 of the Company's 2013 Annual Report on Form 10-K under Critical Accounting Policies, we performed our annual goodwill impairment test for the European POS & Barcode and ScanSource Latin America reporting units as of June 30, 2013 and found that the fair value of the reporting units exceeded their carrying values by 7.2% and 9.7%, respectively. In addition, we recorded an impairment of a portion of the goodwill balance for our ScanSource Brasil reporting unit, and we fully impaired the goodwill associated with our European Communications reporting unit.

We monitor results of these reporting units on a quarterly basis, as not meeting estimated expectations or changes to the projected future results of their operations could result in a future impairment of goodwill for these reporting entities. Based on current projected future results, we do not believe there is a more likely than not expectation that a goodwill impairment exists. The goodwill associated with the ScanSource Brasil, European POS & Barcode and ScanSource Latin America goodwill testing units as of December 31, 2013 is $3.0 million, $4.9 million and $4.0 million respectively.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company’s principal exposure to changes in financial market conditions in the normal course of its business is a result of its selective use of bank debt and transacting business in foreign currencies in connection with its foreign operations.

Interest Rate Risk

The Company is exposed to changes in interest rates primarily as a result of its borrowing activities, which include revolving credit facilities with a group of banks used to maintain liquidity and fund the Company’s business operations. The nature and amount of the Company’s debt may vary as a result of future business requirements, market conditions and other factors. A hypothetical 100 basis point increase or decrease in interest rates on borrowings on the Company’s revolving credit facility, variable rate long-term debt and subsidiary line of credit for the quarter ended December 31, 2013 would have resulted in less than a $0.1 million increase or decrease, respectively, in pre-tax income for the period.

The Company evaluates its interest rate risk and may use interest rate swaps to mitigate the risk of interest rate fluctuations associated with the Company's variable rate long-term debt. At December 31, 2013, the Company had $5.4 million in variable rate long-term debt outstanding with no interest rate swaps in place. If used, derivative instruments have the potential to expose the Company to certain market risks including the possibility of (1) the Company’s hedging activities not being as effective as anticipated in reducing the volatility of the Company’s cash flows, (2) the counterparty not performing its obligations under the applicable hedging arrangement, (3) the hedging arrangement being imperfect or ineffective, or (4) the terms of the swap or associated debt may change. The Company seeks to lessen such risks by having established a policy to identify, control, and manage market risks which may arise from changes in interest rates, as well as limiting its counterparties to major financial institutions.

Foreign Currency Exchange Rate Risk

The Company is exposed to foreign currency risks that arise from its foreign operations in Canada, Latin America, Brazil and Europe. These risks include transactions denominated in non-functional currencies and intercompany loans with foreign subsidiaries. In the normal course of the business, foreign exchange risk is managed by the use of foreign currency forward contracts to hedge these exposures as well as balance sheet netting of exposures. In addition, exchange rate fluctuations may cause our international results to fluctuate significantly when translated into U.S. dollars. These risks may change over time as business practices evolve and could have a material impact on the Company's financial results in the future.

The Company's senior management has approved a foreign exchange hedging policy to reduce foreign currency exposure. The Company's policy is to utilize financial instruments to reduce risks where internal netting cannot be effectively employed and not to enter into foreign currency derivative instruments for speculative or trading purposes. The Company monitors its risk associated with the volatility of certain foreign currencies against its functional currencies and enters into foreign exchange derivative contracts to minimize short-term currency risks on cash flows. These positions are based upon balance sheet exposures and, in certain foreign currencies, our forecasted purchases and sales. The Company continually evaluates foreign exchange risk and may enter into foreign exchange transactions in accordance with its policy. Actual variances from these forecasted transactions can adversely impact foreign exchange results. Foreign currency gains and losses are included in other expense (income).

The Company has elected not to designate its foreign currency contracts as hedging instruments, and therefore, the instruments are marked-to-market with changes in their values recorded in the consolidated income statement each period. The Company's foreign currencies are primarily British pounds, euros, Mexican pesos, Brazilian reais and Canadian dollars. At December 31, 2013, the fair value of the Company's currency forward contracts outstanding was a net receivable of less than $0.1 million. The Company does not utilize financial instruments for trading or other speculative purposes.

Item 4. Controls and Procedures

An evaluation was carried out under the supervision and with the participation of the Company's management, including its Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO") and Principal Accounting Officer ("PAO") of the effectiveness of the Company's disclosure controls and procedures as of December 31, 2013. Based on that evaluation, the Company's management, including the CEO, CFO and PAO, concluded that the Company's disclosure controls and procedures are effective as of December 31, 2013. During the quarter and six months ended December 31, 2013, there was no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

As previously discussed in our Annual Report on Form 10-K for the year ended June 30, 2013, on January 2, 2013, through our wholly-owned subsidiary Partner Services, Inc. ("PSI"), we filed a lawsuit in the U.S. District Court in Atlanta, Georgia against our former ERP software systems integration partner, Avanade, Inc. ("Avanade"). On September 9, 2013 PSI filed an amended lawsuit against Avanade alleging breach of contract on the part of Avanade in connection with its performance on the ERP project. PSI is seeking recovery of damages that it incurred and believes will continue to incur, as a result of Avanade's alleged breach. On September 30, 2013, Avanade filed a response to PSI's claims and asserted claims of its own against PSI regarding payments that PSI allegedly owes Avanade. PSI believes Avanade's filing was untimely and filed a motion to dismiss Avanade's claims against PSI on October 18, 2013. The motion to dismiss has been fully briefed and is pending with the courts.

Item 1A. Risk Factors

In addition to the risk factors discussed in our other reports and statements that we file with the SEC, you should carefully consider the factors discussed in Part I, Item 1A. "Risk Factors" in our Annual Report on Form 10-K for the year-ended June 30, 2013 which could materially affect our business, financial condition and/or future operating results. The risks described in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to the Company or that the Company currently deems to be immaterial also may materially and adversely affect the Company's business, financial condition, and/or operating results..

Item 6. Exhibits

Exhibit Number	Description
10.1	Form of Restricted Stock Unit Award Certificate under ScanSource, Inc. 2013 Long-Term Incentive Plan for grants on or after December 5, 2013.
10.2	Form of Director Stock Unit Award Certificate under ScanSource, Inc. 2013 Long-Term Incentive Plan for grants on or after December 5, 2013.
10.3	Form of Incentive Stock Option Award Certificate under ScanSource, Inc. 2013 Long-Term Incentive Plan for grants on or after December 5, 2013.
10.4	Form of Non-Qualified Stock Option Award Certificate under ScanSource, Inc. 2013 Long-Term Incentive Plan for grants on or after December 5, 2013.
10.5	Independent Contractor Agreement entered into on December 2, 2013 between ScanSource, Inc. and Andrea Meade on behalf of Brentwood Road Ventures, LLC.
31.1	Certification Pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification Pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from our Quarterly Report on Form 10-Q for the quarter and six months ended December 31, 2013, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets as of December 31, 2013 and June 30, 2013; (ii) the Condensed Consolidated Income Statements for the quarters and six months ended December 31, 2013 and 2012; (iii) the Condensed Consolidated Statements of Comprehensive Income for the quarters and six months ended December 31, 2013 and 2012; (iv) the Condensed Consolidated Statements of Cash flows for the six months ended December 31, 2013 and 2012; and (v) the Notes to the Condensed Consolidated Financial Statements.

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SIGNATURES

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

	ScanSource, Inc.
	/s/ MICHAEL L. BAUR
	Michael L. Baur
	Chief Executive Officer
Date: February 6, 2014	(Principal Executive Officer)
	/s/ CHARLES A. MATHIS
	Charles A. Mathis
	Senior Vice President and Chief Financial Officer
Date: February 6, 2014	(Principal Financial Officer)
	/s/ GERALD LYONS
	Gerald Lyons
	Senior Vice President of Finance and Principal Accounting Officer
Date: February 6, 2014	(Principal Accounting Officer)

EXHIBIT INDEX TO QUARTERLY REPORT ON FORM 10-Q

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RESTRICTED STOCK UNIT AWARD CERTIFICATE

Non-transferable

GRANT TO

____
(the “Participant”)

by ScanSource, Inc. (the “Company”) of

the right to acquire ______________ shares of its common stock, no par value (the “Shares”)

pursuant to and subject to the provisions of the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the “Plan”), and to the terms and conditions set forth in this Award Certificate (the “Award Certificate”). This Award Certificate describes terms and conditions of the Restricted Stock Unit Award (the “Award”) granted herein and constitutes an agreement between the Participant and the Company.

Unless vesting is accelerated in accordance with the Plan or the Award Certificate, the vesting restrictions imposed under Section 2 of the Award Certificate will expire with respect to the Award and the Shares subject to the Award ratably in three annual installments (34%-33%-33%), commencing as of ____________, 20__, provided that the Participant has been continuously employed by the Company from the Grant Date (as defined below) until each respective vesting date.

IN WITNESS WHEREOF, ScanSource, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be executed as of the Grant Date.

SCANSOURCE, INC.

By:______________________________
Its: Authorized Officer

Grant Date: (the “Grant Date”):

AWARD CERTIFICATE TERMS AND CONDITIONS

1. Grant of Award. ScanSource, Inc. (the “Company”) hereby grants to the Participant named on Page 1 hereof (the “Participant”), subject to the restrictions and the other terms and conditions set forth in the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the “Plan”), and in this Award Certificate, a Restricted Stock Unit Award (the “Award”) for the number of Shares indicated on Page 1 hereof of the Company’s common stock. For the purposes herein, the Shares subject to the Award are units that will be reflected in a book account maintained by the Company and that will be settled in shares of Stock if and only to the extent permitted under the Plan and this Award Certificate. Prior to issuance of any Shares upon vesting of the Award, the Award shall represent an unsecured obligation of the Company, payable (if at all) only from the Company’s general assets. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

2. Restrictions; Forfeiture. The Award and the underlying Shares are subject to the following restrictions. No right or interest of the Participant in the Award, to the extent restricted, may be pledged, encumbered or hypothecated to or in favor of any party other than the Company or an Affiliate or shall be subject to any lien, obligation or liability of the Participant to any other party other than the Company or an Affiliate. Except as otherwise provided in the Plan, the Award shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession. Prior to vesting, the Shares subject to the Award may not be sold, transferred, exchanged, assigned, pledged, hypothecated or otherwise encumbered. Except as may be otherwise provided in the Plan or this Award Certificate, if the Participant’s employment with the Company terminates for any reason (whether by the Company or the Participant and whether voluntary or involuntary) other than as set forth in paragraphs (b) or (c) of Section 3 hereof, then the Participant shall forfeit all of the Participant’s right, title and interest in and to the Award and the Shares to the extent the Award (and corresponding Shares) were not vested as of the date the Participant’s Continuous Status as a Participant terminates. The restrictions imposed under this section shall apply to all Shares or other securities issued with respect to Shares hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the Stock of the Company.

3. Expiration and Termination of Restrictions. The restrictions imposed under Section 2 will expire on the earliest to occur of the following (the period prior to such expiration being referred to herein as the “Restricted Period”):

(a) With respect to such ratable portion of the Shares as is specified on page 1 hereof, on each of the three annual vesting installment dates as specified on page 1 hereof, provided the Participant is still employed by the Company on each respective anniversary of the Grant Date and has been employed since the Grant Date; or

(b) As to all of the Shares, upon the termination of the Participant's employment due to death, Disability or a separation from service (as defined under Code Section 409A) due to Retirement; or

(c) As to all of the Shares, in the event of a Change in Control, as follows:

(i) To the extent that the successor or surviving company in the Change in Control event does not assume or substitute for the Award (or in which the Company is the ultimate parent corporation and does not continue the Award) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as Awards outstanding under the Plan immediately prior to the Change in Control event, any restrictions, including but not limited to the restriction period, performance period and/or performance criteria applicable to the Award shall be deemed to have been met, and the Award shall become fully vested, earned and payable to the fullest extent of the original grant of the Award.

(ii) Further, in the event that the Award is substituted, assumed or continued as provided in Section 3(c)(i) herein, the Award will nonetheless become vested in full if the employment or service of the Participant is terminated by the Company within six months before (in which case vesting shall not occur until the effective date of the Change in Control) or one year after the effective date of a Change in Control if such termination of employment or service (A) is by the Company not for Cause or (B) is by the Participant for Good Reason.

(d) For clarification, for the purposes of this Section 3, "Retirement," "Cause" and "Good Reason" shall have the meaning given such term in the Plan, and "Disability" shall have the meaning given such term in the Plan, except that the phrase "12 months" shall be replaced by the phrase "six months".

4. Settlement of Award; Delivery of Shares. No certificate or certificates for the Shares shall be issued at the time of grant of the Award. A certificate or certificates for the Shares underlying the Award (or, in the case of uncertificated Shares, other written evidence of ownership in accordance with applicable laws) shall be issued in the name of the Participant (or his beneficiary) only in the event, and to the extent, that the Award has vested. Notwithstanding the foregoing, the following provisions shall apply: (a) except as provided under Section 4(b) herein or to the extent otherwise required or permitted under Code Section 409A, any Shares or other benefits payable pursuant to the Award shall, upon vesting of the Award, be distributed to the Participant (or his beneficiary) no later than the later of (i) the 15th day of the third month following the end of the Participant's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or (ii) the 15th day of the third month following the end of the Company's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture; and (b) in the event that the Participant is subject to taxation under Code Section 409A and the Restriction Period ends (and the Award vests) due to a separation from service (as defined under Code Section 409A) upon Retirement, then the Shares shall be delivered to the Participant (or his beneficiary) within ninety (90) calendar days after the end of the Restriction Period (provided that if such ninety (90)-day period begins in one calendar year and ends in another, the Participant (or his beneficiaries) shall not have the right to designate the calendar year of payment), and, provided, further, if the Participant is or may be a "specified employee" (as defined under Code Section 409A), and the distribution is due to separation from service, then such distribution shall be subject to delay as provided in Section 18.22 of the Plan (or any successor provision thereto).

5. Voting and Dividend Rights. The Participant shall not be deemed to be the holder of any Shares subject to the Award and shall not have any dividend rights, voting rights or other rights as a shareholder unless and until (and only to the extent that) the Award has vested and certificates for such Shares have been issued to him (or, in the case of uncertificated shares, other written evidence of ownership in accordance with applicable laws shall have been provided).

6. No Right of Continued Employment or to Future Awards. Nothing in this Award Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate the Participant's employment or service at any time, nor confer upon the Participant any right to continue in the employ or service of the Company or any Affiliate. The grant of the Award does not create any obligation to grant further awards.

7. Tax Matters. The Participant will, no later than the date as of which any amount related to the Shares first becomes includable in the Participant's gross income for federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee regarding payment of, any federal, state, local and foreign taxes (including any Federal Insurance Contributions Act (FICA) taxes) required by law to be withheld with respect to such amount. The withholding requirement may be satisfied, in whole or in part, unless the Committee determines otherwise, by withholding from this Award Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. The obligations of the Company under this Award Certificate will be conditional on such payment or arrangements, and the Company, or, where applicable, its Affiliates, will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the legal, tax or investment consequences (including but not limited to income tax consequences) related to the grant of the Award or receipt or disposition of the Shares (or any other benefit), and the Participant is in no manner relying on the Company or its representatives for legal, tax or investment advice related to the Award or the Shares. The Participant acknowledges that there may be adverse tax consequences upon the grant of the Award and/or the acquisition or disposition of the Shares (or other benefit) subject to the Award and that the Participant has been advised that he should consult with his or her own attorney, accountant and/or tax advisor regarding the transactions contemplated by the Award and this Award Certificate. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

8. Plan Controls; Entire Agreement; Amendment . The terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative (unless the Committee determines otherwise). This Award Certificate sets forth all of the promises, agreements, understandings, warranties and representations between the parties with respect to the Award. This Award Certificate may be amended as provided in the Plan.

9. Successors. This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

10. Severability. If any one or more of the provisions contained in this Award Certificate is held to be invalid, illegal or unenforceable, the other provisions of this Award Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

11. Notice. Notices and communications under this Award Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to ScanSource, Inc., 6 Logue Court, Greenville, SC 29615, Attn: Secretary, or any other address designated by the Company in a written notice to the Participant. Notices to the Participant will be directed to the address of the Participant then currently on file with the Company, or at any other address given by the Participant in a written notice to the Company.

12. Beneficiary Designation. The Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant hereunder and to receive any distribution with respect to the Award upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights hereunder is subject to all terms and conditions of this Award Certificate and the Plan and to any additional restrictions deemed necessary or appropriate by the Committee. If no beneficiary has been designated or survives the Participant, the Participant's rights with respect to the Award may be exercised by the legal representative of the Participant's estate, and payment shall be made to the Participant's estate. Subject to the foregoing, a beneficiary designation may be changed or revoked by the Participant at any time provided the change or revocation is filed with the Company.

13. Compliance with Recoupment, Ownership and Other Policies or Agreements . As a condition to receiving the Award, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

DIRECTOR RESTRICTED STOCK UNIT AWARD CERTIFICATE

Non-transferable

GRANT TO

____

(the "Participant")

by ScanSource, Inc. (the "Company") of

the right to acquire ______________ shares of its common stock, no par value (the "Shares")

pursuant to and subject to the provisions of the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the "Plan"), and to the terms and conditions set forth in this Award Certificate (the "Award Certificate"). This Award Certificate describes terms and conditions of the Restricted Stock Unit Award (the "Award") granted herein and constitutes an agreement between the Participant and the Company.

Unless vesting is accelerated in accordance with the Plan or the Award Certificate, the vesting restrictions imposed under Section 2 of the Award Certificate will expire with respect to the Award and the Shares subject to the Award on the six-month anniversary of the Grant Date (as defined below), provided that the Participant has been continuously serving as a Director of the Company from the Grant Date until the vesting date.

IN WITNESS WHEREOF, ScanSource, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be executed as of the Grant Date.

SCANSOURCE, INC.

By:______________________________
Its: Authorized Officer

Grant Date: (the "Grant Date"):

AWARD CERTIFICATE TERMS AND CONDITIONS

1. Grant of Award. ScanSource, Inc. (the "Company") hereby grants to the Participant named on Page 1 hereof (the "Participant"), subject to the restrictions and the other terms and conditions set forth in the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the "Plan"), and in this Award Certificate, a Restricted Stock Unit Award (the "Award") for the number of Shares indicated on Page 1 hereof of the Company's common stock. For the purposes herein, the Shares subject to the Award are units that will be reflected in a book account maintained by the Company and that will be settled in shares of Stock if and only to the extent permitted under the Plan and this Award Certificate. Prior to issuance of any Shares upon vesting of the Award, the Award shall represent an unsecured obligation of the Company, payable (if at all) only from the Company's general assets. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

2. Restrictions; Forfeiture. The Award and the underlying Shares are subject to the following restrictions. No right or interest of the Participant in the Award, to the extent restricted, may be pledged, encumbered or hypothecated to or in favor of any party other than the Company or an Affiliate or shall be subject to any lien, obligation or liability of the Participant to any other party other than the Company or an Affiliate. Except as otherwise provided in the Plan, the Award shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession. Prior to vesting, the Shares subject to the Award may not be sold, transferred, exchanged, assigned, pledged, hypothecated or otherwise encumbered. Except as may be otherwise provided in the Plan or this Award Certificate, if the Participant's service with the Company terminates for any reason other than as set forth in paragraphs (b) or (c) of Section 3 hereof, and unless the Board determines otherwise, then the Participant shall forfeit all of the Participant's right, title and interest in and to the Award and the Shares to the extent the Award (and corresponding Shares) were not vested as of the date the Participant's Continuous Status as a Participant terminates. The restrictions imposed under this section shall apply to all Shares or other securities issued with respect to Shares hereunder in connection with any merger, reorganization, consolidation, recapitalization, stock dividend or other change in corporate structure affecting the Stock of the Company.

3. Expiration and Termination of Restrictions. The restrictions imposed under Section 2 will expire on the earliest to occur of the following (the period prior to such expiration being referred to herein as the "Restricted Period"):

(a) As to all of the Shares, on the sixth month anniversary of the Grant Date, as specified on page 1 hereof, provided the Participant is still in service as a Director of the Company on the vesting date and has been in service since the Grant Date; or

(b) As to all of the Shares, upon the termination of the Participant's service as a Director due to death, Disability or a separation from service (as defined under Code Section 409A) due to Retirement; or

(c) As to all of the Shares, in the event of a Change in Control.

(d) For clarification, for the purposes of this Section 3, "Retirement" shall have the meaning given such term in the Plan, and "Disability" shall have the meaning given such term in the Plan, except that the phrase "12 months" shall be replaced by the phrase "six months".

4. Settlement of Award; Delivery of Shares. No certificate or certificates for the Shares shall be issued at the time of grant of the Award. A certificate or certificates for the Shares underlying the Award (or, in the case of uncertificated Shares, other written evidence of ownership in accordance with applicable laws) shall be issued in the name of the Participant (or his beneficiary) only in the event, and to the extent, that the Award has vested. Notwithstanding the foregoing, the following provisions shall apply: (a) except as provided under Section 4(b) herein or to the extent otherwise required or permitted under Code Section 409A, any Shares or other benefits payable pursuant to the Award shall, upon vesting of the Award, be distributed to the Participant (or his beneficiary) no later than the later of (i) the 15th day of the third month following the end of the Participant's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or (ii) the 15th day of the third month following the end of the Company's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture; and (b) in the event that the Participant is subject to taxation under Code Section 409A and the Restriction Period ends (and the Award vests) due to a separation from service (as defined under Code Section 409A) upon Retirement, then the Shares shall be delivered to the Participant (or his beneficiary) within ninety (90) calendar days after the end of the Restriction Period (provided that if such ninety (90)-day period begins in one calendar year and ends in another, the Participant (or his beneficiaries) shall not have the right to designate the calendar year of payment), and, provided, further, if the Participant is or may be a "specified employee" (as defined under Code Section 409A), and the distribution is due to separation from service, then such distribution shall be subject to delay as provided in Section 18.22 of the Plan (or any successor provision thereto).

5. Voting and Dividend Rights. The Participant shall not be deemed to be the holder of any Shares subject to the Award and shall not have any dividend rights, voting rights or other rights as a shareholder unless and until (and only to the extent that) the Award has vested and certificates for such Shares have been issued to him (or, in the case of uncertificated shares, other written evidence of ownership in accordance with applicable laws shall have been provided).

6. No Right of Continued Service or to Future Awards. Nothing in this Award Certificate shall interfere with or limit in any way the right of the Company or its shareholders to terminate the Participant's employment or service at any time, nor confer upon the Participant any right to continue in the employ or service of the Company or any Affiliate. The grant of the Award does not create any obligation to grant further awards.

7. Tax Matters. The Participant will, no later than the date as of which any amount related to the Shares first becomes includable in the Participant's gross income for federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee regarding payment of, any federal, state, local and foreign taxes (including any Federal Insurance Contributions Act (FICA) taxes) required by law to be withheld with respect to such amount. The withholding requirement may be satisfied, in whole or in part, unless the Committee determines otherwise, by withholding from this Award Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. The obligations of the Company under this Award Certificate will be conditional on such payment or arrangements, and the Company, or, where applicable, its Affiliates, will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the legal, tax or investment consequences (including but not limited to income tax consequences) related to the grant of the Award or receipt or disposition of the Shares (or any other benefit), and the Participant is in no manner relying on the Company or its representatives for legal, tax or investment advice related to the Award or the Shares. The Participant acknowledges that there may be adverse tax consequences upon the grant of the Award and/or the acquisition or disposition of the Shares (or other benefit) subject to the Award and that the Participant has been advised that he should consult with his or her own attorney, accountant and/or tax advisor regarding the transactions contemplated by the Award and this Award Certificate. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

8. Plan Controls; Entire Agreement; Amendment. The terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative (unless the Committee determines otherwise). This Award Certificate sets forth all of the promises, agreements, understandings, warranties and representations between the parties with respect to the Award. This Award Certificate may be amended as provided in the Plan.

9. Successors. This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

10. Severability. If any one or more of the provisions contained in this Award Certificate is held to be invalid, illegal or unenforceable, the other provisions of this Award Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

11. Notice. Notices and communications under this Award Certificate must be in writing and either personally delivered or sent by registered or

certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to ScanSource, Inc., 6 Logue Court, Greenville, SC 29615, Attn: Secretary, or any other address designated by the Company in a written notice to the Participant. Notices to the Participant will be directed to the address of the Participant then currently on file with the Company, or at any other address given by the Participant in a written notice to the Company.

12. Beneficiary Designation. The Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant hereunder and to receive any distribution with respect to the Award upon the Participant's death. A beneficiary, legal guardian, legal representative or other person claiming any rights hereunder is subject to all terms and conditions of this Award Certificate and the Plan and to any additional restrictions deemed necessary or appropriate by the Committee. If no beneficiary has been designated or survives the Participant, the Participant's rights with respect to the Award may be exercised by the legal representative of the Participant's estate, and payment shall be made to the Participant's estate. Subject to the foregoing, a beneficiary designation may be changed or revoked by the Participant at any time provided the change or revocation is filed with the Company.

13. Compliance with Recoupment, Ownership and Other Policies or Agreements . As a condition to receiving the Award, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

INCENTIVE STOCK OPTION AWARD CERTIFICATE

Non-transferable

GRANT TO

____
(the "Participant")

the right to purchase from ScanSource, Inc. (the "Company")

______ shares of its common stock, no par value, at the exercise price of $ _____ per share (the "Shares")

pursuant to and subject to the provisions of the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the "Plan"), and to the terms and conditions set forth in this Award Certificate (the "Award Certificate"). This Award Certificate describes terms and conditions of the Incentive Stock Option (the "Option") granted herein and constitutes an agreement between the Participant and the Company.

Unless vesting is accelerated in accordance with the Plan or the Award Certificate, the Option shall vest and become exercisable ratably in three annual installments (34%-33%-33%), commencing as of ____________, 20__, provided that Participant has been continuously employed by the Company from the Grant Date (as defined below) until each respective vesting date.

IN WITNESS WHEREOF, ScanSource, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be executed as of the Grant Date.

SCANSOURCE, INC.

By:______________________________
Its: Authorized Officer

Grant Date (the "Grant Date"):

AWARD CERTIFICATE TERMS AND CONDITIONS

1. Grant of Option. ScanSource, Inc. (the "Company") hereby grants to the Participant named on Page 1 hereof (the "Participant"), under the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the "Plan"), an Incentive Stock Option (the "Option") to purchase from the Company, on the terms and conditions set forth in the Plan and this Award Certificate, the number of shares indicated on Page 1 of the Company's common stock, at the exercise price per share set forth on Page 1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

2. Vesting of Option. The Option shall vest and become exercisable in accordance with the schedule shown on page 1 of this Award Certificate. In addition, notwithstanding the foregoing vesting schedule, the following shall apply:

(a) Upon the Participant's death or Disability during his or her Continuous Status as a Participant, or upon the Participant's Retirement, the Option shall become fully vested and exercisable.

(b) In the event of a Change in Control, the following shall apply:

(i) To the extent that the successor or surviving company in the Change in Control event does not assume or substitute for the Option (or in which the Company is the ultimate parent corporation and does not continue the Option) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as Awards outstanding under the Plan immediately prior to the Change in Control event, then the Option shall become fully vested and exercisable, whether or not then otherwise vested and exercisable.

(ii) Further, in the event that the Option is substituted, assumed or continued as provided in Section 2(b)(i) herein, the Option will nonetheless become vested and exercisable in full if the employment or service of the Participant is terminated by the Company within six months before (in which case vesting shall not occur until the effective date of the Change in Control) or one year after the effective date of a Change in Control if such termination of employment or service (A) is by the Company not for Cause or (B) is by the Participant for Good

Reason. For clarification, for the purposes of this Section 2(b), the "Company" shall include any successor to the Company.

(c) For clarification, for the purposes of this Section 2, "Retirement," "Cause," "Good Reason" and "Disability" shall have the meanings given such terms in the Plan.

3. Term of Option and Limitations on Right to Exercise. The term of the Option will be for a period of ten (10) years, expiring at 5:00 p.m., Eastern Time, on the tenth anniversary of the Grant Date (the "Expiration Date"). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the date that is the earliest to occur of the following circumstances:

(a) Three months after the termination of the Participant's Continuous Status as a Participant for any reason other than (i) termination for Cause or (ii) by reason of the Participant's death or Disability.

(b) Twelve months after the date of the termination of the Participant's Continuous Status as a Participant by reason of Disability.

(c) Twelve months after the date of the Participant's death, if the Participant dies while employed, or during the three-month period described in subsection (a) above or during the twelve-month period described in subsection (b) above and before the Option otherwise lapses. Upon the Participant's death, the Option may be exercised by the Participant's beneficiary designated pursuant to the Plan.

(d) 5:00 p.m., Eastern Time, on the date of the termination of the Participant's Continuous Status as a Participant if such termination is for Cause.

Subject to compliance with Section 409A of the Code, the Committee may, prior to the lapse of the Option under the circumstances described in Section 3(a), Section 3(b), Section 3(c) or Section 3(d) above, extend the time to exercise the Option as determined by the Committee in writing, but if the Option is so extended, then to the extent that the Option is exercised more than three months after the termination of the Participant's employment other than by death or Disability, or more than one year after the Participant's Disability, the Option will automatically become a Non-Qualified Stock Option. In addition, notwithstanding the foregoing, the post-termination exercise periods provided in Section 3(a), Section 3(b) and Section 3(c) herein shall (unless the Committee determines otherwise) automatically be extended if exercise at the end of the original expiration date provided in each such section would violate applicable laws or the Company's insider trading compliance program (including any blackout periods related thereto) with respect to the Stock; provided, however, that (i) such extension may not exceed thirty (30) days from the expiration of the period during which exercise is prohibited, (ii) any such extension must be in accordance with Reg. Section 1.409A-1(b)(5)(v)(C)(1) (to the extent applicable), (iii) the Option shall only be exercisable to the extent vested as of the date of the termination of the Participant's Continuous Status as a Participant, (iv) in no event shall the term of the Option be extended beyond the original ten (10)-year term; and (v) such extension shall not apply if and to the extent that the extension would result in the loss of incentive stock option status under Code Section 422. Upon its termination, the Option shall have no further force or effect and Participant shall have no further rights under the Option or to any Shares which have not been purchased pursuant to the prior exercise of the Option. The Company undertakes no obligation to notify the Participant regarding the Option's termination prior to its expiration. If the Participant or his or her beneficiary exercises the Option after termination of employment or service, the Option may be exercised only with respect to the portion of the Option that was otherwise vested on the date of the Participant's termination of employment or service, including any portion of the Option that became vested by acceleration under Section 2.

4. Exercise of Option. The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Secretary from time to time, and (b) payment to the Company in full for the Shares subject to such exercise (unless the exercise is a broker-assisted cashless exercise, as described below). If the person exercising the Option is not the Participant, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be in (a) cash, (b) Shares previously acquired by the purchaser, (c) withholding of Shares from the Option, or (d) any combination thereof (in each case, subject to any restrictions imposed by the Committee), for the number of Shares specified in such written notice. The value of surrendered or withheld Shares for this purpose shall be the Fair Market Value as of the last trading day immediately prior to the exercise date. To the extent permitted under Regulation T of the Federal Reserve Board, and subject to applicable securities laws and any limitations as may be applied from time to time by the Committee (which need not be uniform), the Option may be exercised through a broker in a so-called "cashless exercise" whereby the broker sells Shares subject to the Option on behalf of the Participant and delivers cash sales proceeds to the Company in payment of the exercise price. In such case, the date of exercise shall be deemed to be the date on which notice of exercise is received by the Company and the exercise price shall be delivered to the Company by the settlement date.

5. Notification of Disposition; Withholding; Tax Matters. The Participant agrees to notify the Company in writing within 30 days of any disposition of Shares acquired by the Participant pursuant to the exercise of the Option, if such disposition occurs within two years of the Grant Date, or one year of the date of exercise, of the Option. The Company or any Affiliate has the authority and the right to deduct or withhold, or require the Participant to remit to the Company or an Affiliate, an amount sufficient to satisfy any federal, state, local and foreign taxes (including any Federal Insurance Contributions Act (FICA) obligation) required by law to be withheld with respect to the Option or the Shares. The withholding requirement may be satisfied, in whole or in part, unless the Committee determines otherwise, by withholding from the Shares otherwise issuable that number of Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. The obligations of the Company under this Award Certificate will be conditional on such payment or arrangements, and the Company or, where applicable, its Affiliates, will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the legal, tax or investment consequences (including but not limited to income tax consequences) related to the grant of the Option or the acquisition or disposition of the Shares (or any other benefit), and the Participant is in no

manner relying on the Company or its representatives for legal, tax or investment advice related to the Option or the Shares. The Participant acknowledges that there may be adverse tax consequences upon the grant of the Option and/or the acquisition or disposition of the Shares subject to the Option and that the Participant has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the transactions contemplated by the Option and this Award Certificate. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

6. Beneficiary Designation. The Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant hereunder and to receive any distribution with respect to the Option upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights hereunder is subject to all terms and conditions of this Award Certificate and the Plan and to any additional restrictions deemed necessary or appropriate by the Committee. If no beneficiary has been designated or survives the Participant, the Option may be exercised by the legal representative of the Participant's estate, and payment shall be made to the Participant's estate, unless the Committee determines otherwise. Subject to the foregoing, a beneficiary designation may be changed or revoked by the Participant at any time provided the change or revocation is filed with the Company in accordance with any procedures or other requirements established by the Committee.

7. Limitation of Rights. The Option does not confer to the Participant or the Participant's beneficiary designated pursuant to Section 6 any rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with the exercise of the Option. Nothing in this Award Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate the Participant's employment or service at any time, nor confer upon the Participant any right to continue in the employ or service of the Company or any Affiliate. Except as otherwise provided in the Plan or this Award Certificate, in the event that the employment or service of the Participant is terminated for any reason (whether by the Company or the Participant and whether voluntary or involuntary), the Option shall be forfeited immediately and the Participant shall have no further rights with respect thereto. The grant of the Option does not create any obligation to grant further awards.

8. Nontransferability. The Option shall not be transferable (including by sale, assignment, pledge or hypothecation) other than transfers by will or the laws of intestate succession (or as otherwise provided in the Plan). Except as may be permitted by the preceding, the Option may be exercised during the lifetime of the Participant only by the Participant.

9. Interpretation. It is the intent of the parties hereto that the Option qualifies for incentive stock option treatment pursuant to, and to the extent permitted by, Section 422 of the Code. All provisions hereof are intended to have, and shall be construed to have, such meanings as are set forth in applicable provisions of the Code and Treasury Regulations to allow the Option to so qualify. To the extent that any portion of the Option fails to qualify for incentive stock option treatment pursuant to Section 422 of the Code, such nonqualifying portion of the Option shall be a Non-Qualified Stock Option.

10. Plan Controls; Entire Agreement; Amendment. The terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative (unless the Committee determines otherwise). This Award Certificate sets forth all of the promises, agreements, understandings, warranties and representations between the parties with respect to the Award. This Award Certificate may be amended as provided in the Plan.

11. Successors. This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

12. Severability. If any one or more of the provisions contained in this Award Certificate is held to be invalid, illegal or unenforceable, the other provisions of this Award Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

13. Notice. Notices and communications under this Award Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to: ScanSource, Inc., 6 Logue Court, Greenville, SC 29615, Attn: Secretary, or any other address designated by the Company in a written notice to the Participant. Notices to the Participant will be directed to the address of the Participant then currently on file with the Company, or at any other address given by the Participant in a written notice to the Company.

14. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving the Option, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

NON-QUALIFIED STOCK OPTION AWARD CERTIFICATE

Non-transferable

GRANT TO

____

(the “Participant”)

the right to purchase from ScanSource, Inc. (the “Company”)

______ shares of its common stock, no par value, at the exercise price of $ _____ per share (the “Shares”)

pursuant to and subject to the provisions of the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the “Plan”), and to the terms and conditions set forth in this Award Certificate (the “Award Certificate”). This Award Certificate describes terms and conditions of the Non-Qualified Stock Option (the “Option”) granted herein and constitutes an agreement between the Participant and the Company.

Unless vesting is accelerated in accordance with the Plan or the Award Certificate, the Option shall vest and become exercisable ratably in three annual installments (34%-33%-33%), commencing as of ______________, 20__, provided that Participant has been continuously employed by the Company from the Grant Date (as defined below) until each respective vesting date.

IN WITNESS WHEREOF, ScanSource, Inc., acting by and through its duly authorized officers, has caused this Award Certificate to be executed as of the Grant Date.

SCANSOURCE, INC.

By:_________________________________
Its: Authorized Officer

Grant Date (the “Grant Date”):

AWARD CERTIFICATE TERMS AND CONDITIONS

1. Grant of Option. ScanSource, Inc. (the “Company”) hereby grants to the Participant named on Page 1 hereof (the “Participant”), under the ScanSource, Inc. 2013 Long-Term Incentive Plan, as it may be amended and/or restated (the “Plan”), a Non-Qualified Stock Option (the “Option”) to purchase from the Company, on the terms and conditions set forth in the Plan and this Award Certificate, the number of shares indicated on Page 1 of the Company’s common stock, at the exercise price per share set forth on Page 1. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

2. Vesting of Option. The Option shall vest and become exercisable in accordance with the schedule shown on page 1 of this Award Certificate. In addition, notwithstanding the foregoing vesting schedule, the following shall apply:

(a) Upon the Participant’s death or Disability during his or her Continuous Status as a Participant, or upon the Participant’s Retirement, the Option shall become fully vested and exercisable.

(b) In the event of a Change in Control, the following shall apply:

(i) To the extent that the successor or surviving company in the Change in Control event does not assume or substitute for the Option (or in which the Company is the ultimate parent corporation and does not continue the Option) on substantially similar terms or with substantially equivalent economic benefits (as determined by the Committee) as Awards outstanding under the Plan immediately prior to the Change in Control event, then the Option shall become fully vested and exercisable, whether or not then otherwise vested and exercisable.

(ii) Further, in the event that the Option is substituted, assumed or continued as provided in Section 2(b)(i) herein, the Option will nonetheless become vested and exercisable in full if the employment or service of the Participant is terminated by the Company within six months before (in which case vesting shall not occur until the effective date of the Change in Control) or one year after the effective date of a Change in Control if such termination of employment or service (A) is by the Company not for Cause or (B) is by the Participant for Good Reason. For clarification, for the purposes of this Section 2(b, the “Company” shall include any successor to the Company.

(c) For clarification, for the purposes of this Section 2, "Retirement," "Cause" and "Good Reason" shall have the meaning given such term in the Plan, and "Disability" shall have the meaning given such term in the Plan, except that the phrase "12 months" shall be replaced by the phrase "six months."

3. Term of Option and Limitations on Right to Exercise. The term of the Option will be for a period of ten (10) years, expiring at 5:00 p.m., Eastern Time, on the tenth anniversary of the Grant Date (the "Expiration Date"). To the extent not previously exercised, the Option will lapse prior to the Expiration Date upon the date that is the earliest to occur of the following circumstances:

(a) Three months after the termination of the Participant's Continuous Status as a Participant for any reason other than (i) termination for Cause or (ii) by reason of the Participant's death or Disability.

(b) Twelve months after the date of the termination of the Participant's Continuous Status as a Participant by reason of Disability.

(c) Twelve months after the date of the Participant's death, if the Participant dies while employed, or during the three-month period described in subsection (a) above or during the twelve-month period described in subsection (b) above and before the Option otherwise lapses. Upon the Participant's death, the Option may be exercised by the Participant's beneficiary designated pursuant to the Plan.

(d) 5:00 p.m., Eastern Time, on the date of the termination of the Participant's Continuous Status as a Participant if such termination is for Cause.

Subject to compliance with Section 409A of the Code, the Committee may, prior to the lapse of the Option under the circumstances described in Section 3(a), Section 3(b), Section 3(c) or Section 3(d) above, extend the time to exercise the Option as determined by the Committee in writing. In addition, notwithstanding the foregoing, the post-termination exercise periods provided in Section 3(a), Section 3(b) and Section 3(c) herein shall (unless the Committee determines otherwise) automatically be extended if exercise at the end of the original expiration date provided in each such section would violate applicable laws or the Company's insider trading compliance program (including any blackout periods related thereto) with respect to the Stock; provided, however, that (i) such extension may not exceed thirty (30) days from the expiration of the period during which exercise is prohibited, (ii) any such extension must be in accordance with Reg. Section 1.409A-1(b)(5)(v)(C)(1) (to the extent applicable), (iii) the Option shall only be exercisable to the extent vested as of the date of the termination of the Participant's Continuous Status as a Participant, and (iv) in no event shall the term of the Option be extended beyond the original ten (10)-year term. Upon its termination, the Option shall have no further force or effect and Participant shall have no further rights under the Option or to any Shares which have not been purchased pursuant to the prior exercise of the Option. The Company undertakes no obligation to notify the Participant regarding the Option's termination prior to its expiration. If the Participant or his or her beneficiary exercises the Option after termination of employment or service, the Option may be exercised only with respect to the portion of the Option that was otherwise vested on the date of the Participant's termination of employment or service, including any portion of the Option that became vested by acceleration under Section 2.

4. Exercise of Option. The Option shall be exercised by (a) written notice directed to the Secretary of the Company or his or her designee at the address and in the form specified by the Secretary from time to time, and (b) payment to the Company in full for the Shares subject to such exercise (unless the exercise is a broker-assisted cashless exercise, as described below). If the person exercising the Option is not the Participant, such person shall also deliver with the notice of exercise appropriate proof of his or her right to exercise the Option. Payment for such Shares shall be in (a) cash, (b) Shares previously acquired by the purchaser, (c) withholding of Shares from the Option, or (d) any combination thereof (in each case, subject to any restrictions imposed by the Committee), for the number of Shares specified in such written notice. The value of surrendered or withheld Shares for this purpose shall be the Fair Market Value as of the last trading day immediately prior to the exercise date. To the extent permitted under Regulation T of the Federal Reserve Board, and subject to applicable securities laws and any limitations as may be applied from time to time by the Committee (which need not be uniform), the Option may be exercised through a broker in a so-called "cashless exercise" whereby the broker sells Shares subject to the Option on behalf of the Participant and delivers cash sales proceeds to the Company in payment of the exercise price. In such case, the date of exercise shall be deemed to be the date on which notice of exercise is received by the Company and the exercise price shall be delivered to the Company by the settlement date.

5. Beneficiary Designation. The Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant hereunder and to receive any distribution with respect to the Option upon the Participant's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights hereunder is subject to all terms and conditions of this Award Certificate and the Plan and to any additional restrictions deemed necessary or appropriate by the Committee. If no beneficiary has been designated or survives the Participant, the Option may be exercised by the legal representative of the Participant's estate, and payment shall be made to the Participant's estate, unless the Committee determines otherwise. Subject to the foregoing, a beneficiary designation may be changed or revoked by the Participant at any time provided the change or revocation is filed with the Company in accordance with any procedures or other requirements established by the Committee.

6. Withholding; Tax Matters. The Company or any Affiliate has the authority and the right to deduct or withhold, or require the Participant to remit to the Company or an Affiliate, an amount sufficient to satisfy any federal, state, local and foreign taxes (including any Federal Insurance Contributions Act (FICA) obligation) required by law to be withheld with respect to the Option or the Shares. The withholding requirement may be satisfied, in whole or in part, unless the Committee determines otherwise, by withholding from the Shares otherwise issuable that number of Shares having a Fair Market Value on the date of withholding equal to the minimum amount (and not any greater amount) required to be withheld for tax purposes, all in accordance with such procedures as the Committee establishes. The obligations of the Company under this Award Certificate will be conditional on such payment or arrangements, and the Company or, where applicable, its Affiliates, will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. The Participant acknowledges that the Company has made no

warranties or representations to the Participant with respect to the legal, tax or investment consequences (including but not limited to income tax consequences) related to the grant of the Option or the acquisition or disposition of the Shares (or any other benefit), and the Participant is in no manner relying on the Company or its representatives for legal, tax or investment advice related to the Option or the Shares. The Participant acknowledges that there may be adverse tax consequences upon the grant of the Option and/or the acquisition or disposition of the Shares subject to the Option and that the Participant has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the transactions contemplated by the Option and this Award Certificate. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

7. Limitation of Rights. The Option does not confer to the Participant or the Participant's beneficiary designated pursuant to Section 5 any rights of a shareholder of the Company unless and until Shares are in fact issued to such person in connection with the exercise of the Option. Nothing in this Award Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate the Participant's employment or service at any time, nor confer upon the Participant any right to continue in the employ or service of the Company or any Affiliate. Except as otherwise provided in the Plan or this Award Certificate, in the event that the employment or service of the Participant is terminated for any reason (whether by the Company or the Participant and whether voluntary or involuntary), the Option shall be forfeited immediately and the Participant shall have no further rights with respect thereto. The grant of the Option does not create any obligation to grant further awards.

8. Nontransferability. The Option shall not be transferable (including by sale, assignment, pledge or hypothecation) other than transfers by will or the laws of intestate succession (or as otherwise provided in the Plan). Except as may be permitted by the preceding, the Option may be exercised during the lifetime of the Participant only by the Participant.

9. Plan Controls; Entire Agreement; Amendment . The terms contained in the Plan are incorporated into and made a part of this Award Certificate and this Award Certificate shall be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Award Certificate, the provisions of the Plan shall be controlling and determinative (unless the Committee determines otherwise). This Award Certificate sets forth all of the promises, agreements, understandings, warranties and representations between the parties with respect to the Award. This Award Certificate may be amended as provided in the Plan.

10. Successors. This Award Certificate shall be binding upon any successor of the Company, in accordance with the terms of this Award Certificate and the Plan.

11. Severability. If any one or more of the provisions contained in this Award Certificate is held to be invalid, illegal or unenforceable, the other provisions of this Award Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

12. Notice. Notices and communications under this Award Certificate must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to: ScanSource, Inc., 6 Logue Court, Greenville, SC 29615, Attn: Secretary, or any other address designated by the Company in a written notice to the Participant. Notices to the Participant will be directed to the address of the Participant then currently on file with the Company, or at any other address given by the Participant in a written notice to the Company.

13. Compliance with Recoupment, Ownership and Other Policies or Agreements . As a condition to receiving the Option, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into as of December 2, 2013 , between ScanSource, Inc. (the "Company") and Brentwood Road Ventures, LLC ("Contractor").

RECITALS

A. The Company is in the business of specialty technology product distribution;

B. Contractor, as a former employee of the Company, has years of expertise and experience in the Company's business and has a unique understanding of the Company's corporate development needs; and

C. Subject to the terms and conditions set forth in this Agreement, Contractor desires to perform, and Company desires that Contractor perform, certain corporate development services for the Company.

In consideration of the mutual promises set forth in this Agreement and in reliance upon the recitals of fact, the parties agree as follows:

1. Description of Work. The work to be performed by Andrea Meade as the resource from Contractor. The work shall be to assist the Company with such corporate development matters (the "Services") as may be requested by the Company's Chief Executive Officer.

2. Term. The term of this Agreement shall be from December 1, 2013 through May 31, 2014 (the "Term"). The Services will be provided by Contractor at times and dates that are mutually agreed to by Contractor and Company. Contractor and the Company agree that the Contractor's services shall not exceed approximately eight 40-hour weeks (320 hours) during the Term of the Agreement, provided, that, in no event shall the level of services be such as to impede a "separation from service" from occurring under Reg. Section 1.409A-1(h)(1)(ii) as of November 29, 2013.

3. Payment. Company agrees to pay Contractor $160/hour ($1,280 per 8-hour day) for Services performed, with payment to be made within thirty (30) days of receipt of Contractor's invoice. This shall be Contractor's entire and sole compensation for its performance pursuant to this Agreement. Subject to the Company's prior written authorization, certain expenses may be included in invoices. Company shall pay Contractor for actual hours worked, and Contractor shall keep accurate records of time spent on performing the Services each day, which shall be made available to Company upon request.

4. Taxes; Benefits. All taxes and social security contributions arising from or related to the performance of the Services or any payments made by the Company to Contractor pursuant to this Agreement shall be the sole and exclusive responsibility of the Contractor. Contractor, or any employees or contractors of Contractor, are not eligible to participate in any employee benefit programs offered by the Company to its employees. Any and all taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Contractor. Contractor specifically agrees that Contractor is not an employee of Company. Contractor and the Company also specifically agree that it is the intention of the parties that Contractor shall have incurred a "separation from service" (as such term is defined under Section 409A of the Internal Revenue Code of 1986, as amended, and related regulations, on November 29, 2013.

5. No Authority to Bind . Contractor and Ms. Meade specifically shall have no right or authority, express or implied, to commit or otherwise obligate the Company to any third party in any manner.

6. Complete Agreement. This Agreement and Ms. Meade's Amended and Restated Employment Agreement dated as of June 6, 2011, as amended on July 1, 2013, contain the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Company by any of its employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

In witness whereof, the parties have executed this Agreement on the day and year first above written.

SCANSOURCE, INC.	BRENTWOOD ROAD VENTURES, LLC
By: /s/John Ellsworth	By: /s/Andrea D. Meade
Name: John J. Ellsworth	Name: Andrea D. Meade
Title: VP and General Counsel	

Exhibit 31.1

Certification Pursuant to Rule 13a-14(a) or 15d-14(a)
of the Exchange Act, as adopted Pursuant to Section 302 of the
Sarbanes-Oxley Act of 2002

I, Michael L. Baur, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ScanSource, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael L. Baur

Michael L. Baur, Chief Executive Officer (Principal Executive Officer)

Date: February 6, 2014

Exhibit 31.2

Certification Pursuant to Rule 13a-14(a) or 15d-14(a)
of the Exchange Act, as adopted Pursuant to Section 302 of the
Sarbanes-Oxley Act of 2002

I, Charles A. Mathis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ScanSource, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Charles A. Mathis

Charles A. Mathis, Vice President and Chief Financial Officer (Principal Financial Officer)

Date: February 6, 2014

Exhibit 32.1

Certification of the Chief Executive Officer of ScanSource, Inc.
Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to § 906
of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of ScanSource, Inc. (the "Company") on Form 10-Q for the quarter and six months ended December 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1) The Report fully complies with the requirements of §13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 6, 2014

/s/ Michael L. Baur
Michael L. Baur,
Chief Executive Officer
(Principal Executive Officer)

This certification is being furnished solely to comply with the provisions of § 906 of the Sarbanes-Oxley Act of 2002 and is not being filed as part of the accompanying Report, including for purposes of Section 18 of the Exchange Act, or as a separate disclosure document. A signed original of this written certification required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written certification required by Section 906, has been provided to the Company and will be rendered by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

Certification of the Chief Financial Officer of ScanSource, Inc.
Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to § 906
of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of ScanSource, Inc. (the "Company") on Form 10-Q for the quarter and three months ended December 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1) The Report fully complies with the requirements of §13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); and

2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 6, 2014

/s/ Charles A. Mathis
Charles A. Mathis
Vice President and Chief Financial Officer
(Principal Financial Officer)

This certification is being furnished solely to comply with the provisions of § 906 of the Sarbanes-Oxley Act of 2002 and is not being filed as part of the accompanying Report, including for purposes of Section 18 of the Exchange Act, or as a separate disclosure document. A signed original of this written certification required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written certification required by Section 906, has been provided to the Company and will be rendered by the Company and furnished to the Securities and Exchange Commission or its staff upon request.