

UNIVERSAL AMERICAN CORP.

Board of Directors Confidentiality Policy

In connection with the requirements of the Universal American Code of Conduct 2012 (the “Code of Conduct”), the Board of Directors (the “Board”) of Universal American Corp. (the “Company”) has adopted this Board of Directors Confidentiality Policy (the “Policy”) to interpret and establish procedures to implement the confidentiality requirements of the Code of Conduct applicable to directors.

Any non-public, confidential or proprietary information concerning the Company or its subsidiaries (“Confidential Information”) may only be used by a director in connection with his or her role as a director of the Company and may not be used, directly or indirectly, for any other purpose (including any purpose adverse to the Company). Confidential Information shall include, without limitation, the content and all information relating to discussions at Board meetings or meetings of any committee thereof, including any and all materials, correspondence or reports prepared or circulated in connection therewith.

A director may not disclose Confidential Information outside the Company or share Confidential Information with any third party or person (including family, relatives or business or social relations), except with the prior written authorization of the Company or as may be otherwise required by law. A director shall not affirm or deny statements made by others, either directly or through electronic means, if such affirmation or denial would result in the disclosure of Confidential Information.

Notwithstanding the foregoing, a director may engage and share information with his or her legal counsel under attorney-client privilege in connection with fulfilling his or her duties as a director of the Company, provided that (i) such counsel is qualified to perform its duties and (ii) such counsel does not have, and does not represent any other person having, interests that are adverse to those of the Company. In addition, the director shall instruct any such counsel not to use Confidential Information for any purpose other than to give the director advice solely in his or her capacity as a director of the Company for the purpose of assisting the director to discharge his or her duties as a director of the Company. A director shall also instruct such counsel to keep Confidential Information confidential and to not disclose Confidential Information to any third party or person, other than as required under applicable law. If a director or his or her counsel is requested, or required under applicable law, to disclose any Confidential Information, the director shall promptly notify the Company to permit the Company to seek a protective order or take other action that it in its discretion deems appropriate, and the director and its counsel shall cooperate in its efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, the director or his or her counsel is compelled as a matter of law to disclose the Confidential Information pursuant to legal process or applicable law (other than as a result of any breach of the Code of Conduct, this Policy or other confidentiality, fiduciary or other duty owed by such director or counsel), the director or his or her counsel may disclose only the part of the Confidential Information as is required by law to be disclosed; provided that the director or his or her counsel will advise and consult with the Company and its counsel as to such disclosure and its nature and wording prior to making such disclosure, and the director and his or her counsel will use reasonable best efforts to obtain confidential treatment for such Information.

In addition and notwithstanding any restrictions herein or in the Code of Conduct, if a director is a designee or representative of a shareholder of the Company, disclosure of Confidential Information to such shareholder would be permitted if the shareholder has entered into a confidentiality agreement in favor of the Company approved in writing by the Company, provided in any event that (i) the Confidential Information would not be used in any manner adverse or detrimental to the Company and (ii)

disclosure of the Confidential Information to the shareholder would not breach a director's duty of loyalty to the Company and all of its shareholders.

In the event a director is required to engage and share information with an agent (other than as expressly authorized in accordance with this Policy) in connection with fulfilling his or her duties as a director of the Company, (i) any such agent must be qualified to perform its duties and must not have, and must not represent any other person having, interests that are adverse to those of the Company and (ii) the Company's General Counsel may require such agent to execute a confidentiality agreement approved in writing by the Company.

The Company's General Counsel may require any director or prospective director to sign an agreement which acknowledges and further implements the requirements of this Policy with respect to the specific circumstances of such director or prospective director, including as a condition to service or continued service on the Board.

A director shall direct any notices or questions regarding this Policy and his or her confidentiality obligations to the Company's General Counsel.