

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

(Print or Type Responses)

1. Name and Address of Reporting Shareholder Evolution AI Corporation			2. Issuer Name and Ticker or Trading Symbol Pulse Evolution Corporation ("PLFX")			5. Relationship of Reporting Shareholder to Issuer (Check all applicable) <input type="checkbox"/> Director <input type="checkbox"/> 10% Owner <input type="checkbox"/> Officer (give title below) <input checked="" type="checkbox"/> Other (specify below) *Reporting Shareholder has disclosed intent to acquire Majority Interest in Issuer			
9995 SE Dixie Highway, Suite 1955 (Street)			3. Date of Earliest Transaction Required to be Reported (Month/Day/Year) April 30, 2018		4. If Amendment, Date Original Filed (Month/Day/Year)		6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person		
Hobe Sound	Florida	33455							
(City)	(State)	(Zip)							

Table I — Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction (s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	4/30/2018		P		287,500	A	\$1.10 ⁽¹⁾	2,106,700	D	
Common Stock	4/30/2018		P		97,436	A	\$1.10 ⁽²⁾	2,204,136	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Table II — Derivative Securities Acquired, Disposed of, or Beneficially Owned
 (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Underlying Securities (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned following Reported Transaction (s)(Instr. 4)	10. Ownership Form of Derivative Security: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares				

Explanation of Responses:

1. Subject to the terms of that certain Share Exchange Agreement by and between Evolution AI Corporation and Running Man Holdings, Inc.
2. Subject to the terms of that certain Share Exchange Agreement by and between Evolution AI Corporation and Mr. John Rose

The terms of the Share Exchange Agreement, executed by the above named parties contain, among other material terms, certain terms expressed in 'Article V: Special Covenants', specifically Section 4.02 regarding consideration paid (only to those participating) Pulse shareholders (referred to below as "PEC Shareholders"), such consideration terms excerpted below: *"Section 4.02 Protective Considerations for All PEC Shareholders. Notwithstanding the initial share exchange ratio, described in section 3.01 above, in the event the 10-day average market value of Company shares, at the later of (i) a date which is 60 days after the date of effectiveness of the Company's first registration statement filed with the SEC, or (ii) 30 days after the commencement of trading of the Company's shares (the "Measurement Date"), is not sufficient to result in a valuation of the Exchange Shares which is equal to the number of PEC Shares multiplied by \$1.10 per share, the Target Valuation, the Company shall issue additional shares proportionally to the PEC Shareholders, in an amount up to Two Hundred percent (200%) of the initial share issuance (the "Additional Shares"), as necessary to deliver the Target Valuation of the Exchange Transaction. In such event, if the issuance of the Additional Shares is still not sufficient to deliver the Target Valuation, then any or all PEC Shareholders may elect to either unwind the Exchange Transaction or, require such consideration to be paid by the Company in cash, such PEC Shareholder election to be provided to the Company by written notice. Upon receipt of such notice by the PEC Shareholder, the Company may elect to pay such consideration in cash or by the issuance of an amount of additional shares as necessary to deliver the Target Valuation."*