

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 1, 2026

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

Delaware
(State or other jurisdiction
of incorporation)

001-42705
(Commission
File Number)

20-3369494
(IRS Employer
Identification Number)

18805 Cox Avenue, Suite 250
Saratoga, California
(Address of Principal Executive Offices)

95070
(Zip Code)

Registrant's telephone number, including area code: (408)-624-1488

n/a
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
common stock, \$0.001 par value per share	CV	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Dr. David S. Shields as a Director

On July 1, 2026, the Board of Directors (the “Board”) of CapsoVision Inc. (the “Company”) appointed Dr. David Stanley Shields to serve as a Class I director of the Board and as a member of the Compensation Committee of the Board, in each case effective immediately to fill the vacancy upon the resignation of Dr. Imperial. There are no arrangements or understandings between Dr. Shields and any other persons pursuant to which he was selected as a Class I director of the Company.

Dr. David S. Shields, age 75, is a board-certified gastroenterologist with more than four decades of experience in academic medicine, clinical gastroenterology, advanced endoscopy, and digestive disease management. Since 1986, he has maintained a private gastroenterology consulting practice in Palo Alto, California, providing comprehensive care to patients with gastrointestinal and liver disorders.

Dr. Shields previously served as Assistant Professor of Medicine in the Division of Gastroenterology at Stanford University School of Medicine and served as Director of Endoscopy at Stanford Hospital. Throughout his career, he has remained actively involved in clinical education and physician training. He currently serves as a gastroenterology consultant and clinician at both San Mateo County Medical Center and the Palo Alto Veterans Affairs Health Care System, where he continues to teach medical residents and gastroenterology fellows.

A recognized leader in gastrointestinal innovation, Dr. Shields established one of the earliest gastroenterology endoscopy programs associated with Stanford University and has been an early adopter and clinical investigator in capsule endoscopy technology. He has accumulated nearly two decades of experience utilizing capsule endoscopy for the diagnosis and management of small bowel disorders and gastrointestinal bleeding.

Dr. Shields earned a Bachelor of Arts degree in Biochemistry with highest honors from the University of California, Santa Barbara, and received his Doctor of Medicine degree from the University of California, San Francisco School of Medicine. He completed his residency training in Internal Medicine at Stanford University School of Medicine and the University of Virginia, followed by a fellowship in Gastroenterology at the University of Virginia.

Dr. Shields does not have a material interest in any transaction that is required to be disclosed under Item 404(a) of Regulation S-K. The Board has determined that Dr. Shields is an independent director of the Board, and that he satisfies all applicable requirements to serve on the Compensation Committee, including without limitation the applicable requirements of The Nasdaq Stock Market LLC and the Securities Exchange Act of 1934, as amended.

Dr. Shields will participate in the standard non-employee director compensation arrangements described in the Company’s proxy statement. Dr. Shields has entered into the Company’s standard form of indemnification agreement for directors, which was previously filed with the SEC. In addition, the Company has entered into a consulting agreement with Dr. Shields pursuant to which Dr. Shields will provide clinical consulting and industrial affiliation services to the Company in consideration of US\$600 per hour for up to 3 hours per work week.

Resignation of Dr. Joanne Imperial as a Director

On July 1, 2026, Dr. Joanne Imperial stepped down from the Board as a Class I director and as a member of the Compensation Committee of the Board, effective immediately. Dr. Imperial’s decision to resign was not the result of any disagreement with the management or the Board on any matter relating to the Company’s operations, policies or practices.

Dr. Imperial will continue to serve the Company as an independent consultant. The Company and Dr. Imperial have mutually agreed that Dr. Imperial will be available to provide clinical consulting assistance and industrial affiliation support to the Company and entered into the amended and restated consulting agreement as of July 2, 2026 which superseded and replaced the consulting agreement between the Company and Dr. Imperial dated July 23, 2025. Based on the amended and restated consulting agreement, Dr. Imperial will earn US\$600 per hour, for up to 5 hours per work week. As compensation for her services she was granted an option to purchase 10,000 shares of the Company’s common stock at an exercise price per share equal to the fair market value as of July 2, 2026. 25% of the total shares subject to the option shall vest on the one-year anniversary of July 2, 2026 and 1/48 of the granted shares shall vest each month thereafter, subject to Dr. Imperial’s continuing to be a consultant of the Company on each such date.

Item 7.01 Regulation FD Disclosure.

On July 2, 2026, the Company issued a press release announcing Dr. Shields' appointment as a director of the Board and Dr. Imperial's resignation from the Board. A copy of the press release is furnished hereto as Exhibit 99.1 and incorporated into this Item 7.01 by reference.

The information in this Item 7.01 of Form 8-K, including the accompanying Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), or otherwise subject to the liability of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of the general incorporation language of such filing, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are being filed herewith:

Exhibit No.	Description
10.1	<u>Amended and Restated Consulting Agreement with Joanne C. Imperial MD, dated as of July 2, 2026.</u>
10.2	<u>Consulting Agreement with David S. Shields MD, dated as of July 2, 2026.</u>
99.1	<u>Press Release of the Company, dated July 2, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

CAPSOVISION, INC.

Date: July 2, 2026

By:	<u>/s/ Kang-Huai (Johnny) Wang</u>
Name:	Kang-Huai (Johnny) Wang
Title	President and Chief Executive Officer

Certain confidential information contained in this document, marked by [* * *], has been omitted pursuant to Item 601 (b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

CAPSOVISION, INC.
AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (“**Agreement**”) is entered into as of July 2, 2026 (the “**Effective Date**”) by and between CapsoVision, Inc., a Delaware corporation (the “**Company**”), and Joanne C Imperial MD (“**Consultant**”), with residence at [***].

WHEREAS, the Company and Consultant previously entered into that certain Consulting Agreement, dated as of July 23, 2025 (the “**Original Agreement**”), pursuant to which Consultant has provided consulting services to the Company as an independent contractor;

WHEREAS, the Company desires to continue to retain Consultant as an independent contractor to perform consulting services for the Company on the updated terms and conditions set forth herein, and Consultant is willing to perform such services, on such terms and conditions;

WHEREAS, the parties desire to amend and restate the Original Agreement in its entirety on the terms and conditions set forth herein, such that, from and after the Effective Date, this Agreement shall supersede and replace the Original Agreement in its entirety; and

WHEREAS, Consultant acknowledges and agrees that, as of the Effective Date, Consultant has no claims against the Company arising out of or relating to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Services and Compensation.* Consultant agrees to perform for the Company the services described in Exhibit A (the “**Services**”), and the Company agrees to pay Consultant the compensation described in Exhibit A for Consultant's performance of the Services.

2. *Confidentiality.*

A. *Definition.* “**Confidential Information**” means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include information that (i) is known to Consultant at the time of disclosure to Consultant by the Company, (ii) has become publicly known and made generally available through no wrongful act of Consultant or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

B. *Nonuse and Nondisclosure.* Consultant will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or (ii) disclose the Confidential Information to any third party. Consultant agrees that all Confidential Information will remain the sole property of the Company. Consultant also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information, including, but not limited to, having each of Consultant's employees and contractors, if any, with access to any Confidential Information execute a nondisclosure agreement in substantially the same form as this Agreement. Without the Company's prior written approval, Consultant will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with the Company.

C. *Former Client Confidential Information.* Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant, if any. Consultant also agrees that Consultant will not bring onto the Company's premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

D. *Third Party Confidential Information.* Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that, during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

E. *Return of Materials.* Upon the termination of this Agreement, or upon Company's earlier request, Consultant will deliver to the Company all of the Company's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that Consultant may have in Consultant's possession or control.

F. *Trade Secrets.* Notwithstanding the nondisclosure obligations herein, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of the law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

3. *Ownership.*

A. *Assignment.* Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement that relate in any manner to the business of the Company that Consultant may be directed to undertake, investigate or experiment with or that Consultant may become associated with in work, investigation or experimentation in the Company's line of business in performing the Services under this Agreement (collectively, "**Inventions**"), are the sole property of the Company. Consultant

also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.

B. *Further Assurances.* Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

C. *Pre-Existing Materials.* Subject to Section 3.A, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

D. *Attorney-in-Fact.* Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

4. *Conflicting Obligations.*

A. *Conflicts.* Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions of this Agreement. Consultant will not enter into any such conflicting agreement during the term of this Agreement. Consultant's violation of this Section 4.A will be considered a material breach under Section 6.B.

B. *Substantially Similar Designs.* In view of Consultant's access to the Company's trade secrets and proprietary know-how, Consultant agrees that Consultant will not, without Company's prior written approval, design identical or substantially similar designs as those developed under this

Agreement for any third party during the term of this Agreement. Consultant acknowledges that the obligations in this Section 4 are ancillary to Consultant's nondisclosure obligations under Section 2.

5. *Reports.* Consultant also agrees that Consultant will, from time to time during the term of this Agreement or any extension thereof, keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and Consultant agree that the time required to prepare such written reports will be considered time devoted to the performance of the Services.

6. *Term and Termination.*

A. *Term.* The term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) final completion of the Services or (ii) termination as provided in **Section 6.B.**

B. *Termination.* Either party may terminate this Agreement upon giving the other party five (5) days' prior written notice of such termination pursuant to Section 12.E of this Agreement. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

C. *Survival.* Upon such termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) The Company shall continue to be liable for all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Section 1 of this Agreement; and

(2) Section 2 (Confidentiality), Section 3 (Ownership), Section 4 (Conflicting Obligations), Section 7 (Independent Contractor; Benefits), Section 8 (Warranties and Other Obligations), Section 9 (Indemnification), Section 10 (Non-Interference), Section 11 (Arbitration and Equitable Relief) and Section 12 (Miscellaneous) will survive termination of this Agreement.

7. *Independent Contractor; Benefits.*

A. *Independent Contractor.* It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in Exhibit A. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

B. *Benefits.* The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company, and the Consultant hereby waives the right to receive or participate in any such benefits.

8. *Warranties and Other Obligations.* Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments (including, without limitation, the assignment of Inventions in Section 3.A above) and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement; (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

9. *Indemnification.* Consultant agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant's assistants, employees or agents of any of the representations, warranties or covenants contained in this Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from Inventions or the Company's use of the work product of Consultant under this Agreement.

10. *Non-Interference.* During the term of this Agreement, Consultant agrees not to, without the Company's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. Following the termination of this Agreement, Consultant agrees not to use any Confidential Information or other unlawful acts or omissions to, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates.

11. *Arbitration and Equitable Relief.*

A. *Arbitration.* Except as required by law or as otherwise set forth in this Section 11, Consultant and the Company mutually agree that any and all controversies, claims or disputes between them (including the Company and any employee, officer, director, shareholder or benefit plan of the Company, in its capacity as such or otherwise) arising out of, relating to or resulting from Consultant's performance of the Services under this Agreement or the termination of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration in accordance with the Federal Arbitration Act (the "FAA"). EXCEPT AS PROVIDED BELOW, CONSULTANT AND THE COMPANY EACH AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ANY STATUTORY CLAIMS UNDER STATE OR FEDERAL LAW, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION

IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AND THE CALIFORNIA LABOR CODE.

B. *Procedure.* Consultant and the Company mutually agree as follows: (i) any arbitration will be administered by the American Arbitration Association (“AAA”), and that a neutral arbitrator will be selected in a manner consistent with the AAA’s Commercial Arbitration Rules and Mediation Procedures (the “AAA Rules”); (ii) the arbitrator will have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing; (iii) the arbitrator will issue a written decision on the merits; (iv) the arbitrator will have the power to award any remedies, including attorneys’ fees and costs, available under applicable law; (v) the Company will pay for any administrative or hearing fees charged by the arbitrator or AAA, except that Consultant shall pay the first \$200.00 of any filing fees associated with any arbitration Consultant initiates; (vi) the arbitrator will administer and conduct any arbitration in a manner consistent with the FAA and the AAA Rules.

C. *Remedy.* Except as provided by the FAA and for any claims that may not be subject to this Section 11 under applicable law (including claims for sexual harassment or sexual assault), arbitration will be the sole, exclusive and final remedy for any dispute between the Company and Consultant. Accordingly, except as provided for by the FAA and this Section 11, neither the Company nor Consultant will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

D. *Availability of Injunctive Relief.* Notwithstanding the parties’ agreement to submit all disputes between them to final and binding arbitration, either party may file an action in any court of competent jurisdiction to seek and obtain provisional injunctive and/or equitable relief to ensure that any relief sought in arbitration is not rendered ineffectual by interim harm that could occur pending the arbitration proceeding.

E. *Administrative Relief.* Consultant understands that this Agreement does not prohibit Consultant from pursuing an administrative claim with a local, state or federal administrative body such as the Equal Employment Opportunity Commission or the workers' compensation board. This Agreement does, however, preclude Consultant from pursuing court action regarding any such claim.

F. *Voluntary Nature of Agreement.* Consultant and the Company each acknowledge and agree that they are executing this Agreement voluntarily and without any duress or undue influence. Consultant and the Company each acknowledges and agrees that they have carefully read this Agreement and have asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that they are waiving their right to a jury trial. Consultant agrees that Consultant has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

12. *Miscellaneous.*

A. *Governing Law.* This Agreement shall be governed by the laws of California without regard to California's conflicts of law rules.

B. *Assignability.* Except as otherwise provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

C. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement, including, without limitation, the Original Agreement, which is hereby amended and restated in its entirety; provided, however, that the amendment and restatement of the Original Agreement as contemplated hereby shall not be construed to discharge or otherwise affect any liabilities incurred or obligations accrued or otherwise owing under the Original Agreement that have not been satisfied or performed, as applicable, it being understood that such liabilities and obligations shall constitute liabilities and obligations under this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Notices.* Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), or sent via email (with receipt of confirmation of complete transmission) to the party at the party's address or email address written below or at such other address or email address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with this Section 12.E.

(1) If to the Company, to: CapsoVision, Inc.
18805 Cox Avenue
Suite 250
Saratoga, CA 95070
Attention: President
Email: hr@capsovision.com

(2) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

F. *Attorneys' Fees.* In any arbitration or permitted court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

G. *Severability.* If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Consulting Agreement as of the date first written above.

CONSULTANT

CAPSOVISION, INC.

By: /s/ Joanne C Imperial MD

By: /s/ Kang-Huai (Johnny) Wang

Name: Joanne C Imperial MD

Name: Johnny Wang

Address: [***]

Title: President/CEO

[***]

Email: [***]

EXHIBIT A

Services and Compensation

1. Contact. Consultant's principal Company contacts:

Johnny Wang

2. Services. The Services shall include, but shall not be limited to, the following:

A. Clinical consulting

B. Industrial affiliation

3. Compensation.

A. The Company will reimburse Consultant for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement if Consultant receives written consent from Johnny Wang prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.

B. As compensation for the Services, Consultant shall earn US\$600 per hour, for up to 5 hours per work week. Compensation is payable monthly within 30 days upon receipt of invoice. Any hours exceeding 5 hours per work week must be approved in writing by Johnny Wang, Consultant's Company contact.

C. As compensation for the Services, it has been approved at the Company's Board of Directors that the Company will grant Consultant an option to purchase 10,000 shares of the Company's Common Stock at an exercise price per share equal to the fair market value per share of the Common Stock on the date of grant as determined by the Company's Board of Directors (being July 2, 2026). 25% of the total shares subject to the option shall vest on the one-year anniversary of July 2, 2026 and 1/48 of the granted shares shall vest each month thereafter, subject to Consultant's continuing to be a consultant of the Company on each such date. This option grant shall be subject to the terms and conditions of the Company's Stock Option Plan and Stock Option Agreement, including vesting requirements. No right to any stock is earned or accrued until such time that vesting occurs, nor does the grant confer any right to continue vesting or employment.

Accepted and agreed as of July 2, 2026.

CONSULTANT

CAPSOVISION, INC.

By: /s/ Joanne C Imperial MD

By: /s/ Kang-Huai (Johnny) Wang

Name: Joanne C Imperial MD

Name: Johnny Wang

Address: [***]

Title: CEO

[***]

Email: [***]

Certain confidential information contained in this document, marked by [* * *], has been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

CAPSOVISION, INC.
CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into as of July 2, 2026 (the “**Effective Date**”) by and between CapsoVision, Inc., a Delaware corporation (the “**Company**”), and David S. Shields, M.D. (“**Consultant**”), with residence at [***]. The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. *Services and Compensation.* Consultant agrees to perform for the Company the services described in Exhibit A (the “**Services**”), and the Company agrees to pay Consultant the compensation described in Exhibit A for Consultant's performance of the Services.

2. *Confidentiality.*

A. *Definition.* “**Confidential Information**” means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include information that (i) is known to Consultant at the time of disclosure to Consultant by the Company, (ii) has become publicly known and made generally available through no wrongful act of Consultant or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

B. *Nonuse and Nondisclosure.* Consultant will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or (ii) disclose the Confidential Information to any third party. Consultant agrees that all Confidential Information will remain the sole property of the Company. Consultant also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information, including, but not limited to, having each of Consultant's employees and contractors, if any, with access to any Confidential Information execute a nondisclosure agreement in substantially the same form as this Agreement. Without the Company's prior written approval, Consultant will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with the Company.

C. *Former Client Confidential Information.* Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer of Consultant or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant, if any. Consultant also agrees that Consultant will not bring onto the Company's premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

D. *Third Party Confidential Information.* Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that, during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

E. *Return of Materials.* Upon the termination of this Agreement, or upon Company's earlier request, Consultant will deliver to the Company all of the Company's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that Consultant may have in Consultant's possession or control.

F. *Trade Secrets.* Notwithstanding the nondisclosure obligations herein, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of the law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

3. *Ownership.*

A. *Assignment.* Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement that relate in any manner to the business of the Company that Consultant may be directed to undertake, investigate or experiment with or that Consultant may become associated with in work, investigation or experimentation in the Company's line of business in performing the Services under this Agreement (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.

B. *Further Assurances.* Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole

and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

C. *Pre-Existing Materials.* Subject to Section 3.A, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

D. *Attorney-in-Fact.* Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

4. *Conflicting Obligations.*

A. *Conflicts.* Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Consultant from complying with the provisions of this Agreement. Consultant will not enter into any such conflicting agreement during the term of this Agreement. Consultant's violation of this Section 4.A will be considered a material breach under Section 6.B.

B. *Substantially Similar Designs.* In view of Consultant's access to the Company's trade secrets and proprietary know-how, Consultant agrees that Consultant will not, without Company's prior written approval, design identical or substantially similar designs as those developed under this Agreement for any third party during the term of this Agreement. Consultant acknowledges that the obligations in this Section 4 are ancillary to Consultant's nondisclosure obligations under Section 2.

5. *Reports.* Consultant also agrees that Consultant will, from time to time during the term of this Agreement or any extension thereof, keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and Consultant agree that the time required to prepare such written reports will be considered time devoted to the performance of the Services.

6. *Term and Termination.*

A. *Term.* The term of this Agreement will begin on the date of this Agreement and will continue until the earlier of (i) final completion of the Services or (ii) termination as provided in **Section 6.B**.

B. *Termination.* Either party may terminate this Agreement upon giving the other party five (5) days' prior written notice of such termination pursuant to Section 12.E of this Agreement. The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.

C. *Survival.* Upon such termination, all rights and duties of the Company and Consultant toward each other shall cease except:

(1) The Company shall continue to be liable for all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of **Section 1** of this Agreement; and

(2) Section 2 (Confidentiality), Section 3 (Ownership), Section 4 (Conflicting Obligations), Section 7 (Independent Contractor; Benefits), Section 8 (Warranties and Other Obligations), Section 9 (Indemnification), Section 10 (Non-Interference), Section 11 (Arbitration and Equitable Relief) and Section 12 (Miscellaneous) will survive termination of this Agreement.

7. Independent Contractor; Benefits.

A. *Independent Contractor.* It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in Exhibit A. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

B. *Benefits.* The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company, and Consultant hereby waives the right to receive or participate in any such benefits.

8. *Warranties and Other Obligations.* Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments (including, without limitation, the assignment of Inventions in Section 3.A above) and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement; (iv)

Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

9. *Indemnification.* Consultant agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant's assistants, employees or agents of any of the representations, warranties or covenants contained in this Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from Inventions or the Company's use of the work product of Consultant under this Agreement.

10. *Non-Interference.* During the term of this Agreement, Consultant agrees not to, without the Company's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. Following the termination of this Agreement, Consultant agrees not to use any Confidential Information or other unlawful acts or omissions to, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates.

11. *Arbitration and Equitable Relief.*

A. *Arbitration.* Except as required by law or as otherwise set forth in this Section 11, Consultant and the Company mutually agree that any and all controversies, claims or disputes between them (including the Company and any employee, officer, director, shareholder or benefit plan of the Company, in its capacity as such or otherwise) arising out of, relating to or resulting from Consultant's performance of the Services under this Agreement or the termination of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration in accordance with the Federal Arbitration Act (the "FAA"). EXCEPT AS PROVIDED BELOW, CONSULTANT AND THE COMPANY EACH AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ANY STATUTORY CLAIMS UNDER STATE OR FEDERAL LAW, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AND THE CALIFORNIA LABOR CODE.

B. *Procedure.* Consultant and the Company mutually agree as follows: (i) any arbitration will be administered by the American Arbitration Association ("AAA"), and that a neutral arbitrator will be selected in a manner consistent with the AAA's Commercial Arbitration Rules and Mediation Procedures (the "AAA Rules"); (ii) the arbitrator will have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing; (iii) the arbitrator will issue a written decision on the merits; (iv) the arbitrator will have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (v) the Company will pay for any administrative or hearing fees charged by the arbitrator or AAA, except that Consultant

shall pay the first \$200.00 of any filing fees associated with any arbitration Consultant initiates; (vi) the arbitrator will administer and conduct any arbitration in a manner consistent with the FAA and the AAA Rules.

C. *Remedy.* Except as provided by the FAA and for any claims that may not be subject to this Section 11 under applicable law (including claims for sexual harassment or sexual assault), arbitration will be the sole, exclusive and final remedy for any dispute between the Company and Consultant. Accordingly, except as provided for by the FAA and this Section 11, neither the Company nor Consultant will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

D. *Availability of Injunctive Relief.* Notwithstanding the parties' agreement to submit all disputes between them to final and binding arbitration, either party may file an action in any court of competent jurisdiction to seek and obtain provisional injunctive and/or equitable relief to ensure that any relief sought in arbitration is not rendered ineffectual by interim harm that could occur pending the arbitration proceeding.

E. *Administrative Relief.* Consultant understands that this Agreement does not prohibit Consultant from pursuing an administrative claim with a local, state or federal administrative body such as the Equal Employment Opportunity Commission or the workers' compensation board. This Agreement does, however, preclude Consultant from pursuing court action regarding any such claim.

F. *Voluntary Nature of Agreement.* Consultant and the Company each acknowledge and agree that they are executing this Agreement voluntarily and without any duress or undue influence. Consultant and the Company each acknowledges and agrees that they have carefully read this Agreement and have asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that they are waiving their right to a jury trial. Consultant agrees that Consultant has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

12. *Miscellaneous.*

A. *Governing Law.* This Agreement shall be governed by the laws of California without regard to California's conflicts of law rules.

B. *Assignability.* Except as otherwise provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

C. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Notices.* Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by

commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), or sent via email (with receipt of confirmation of complete transmission) to the party at the party's address or email address written below or at such other address or email address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with this Section 12.E.

(1) If to the Company, to: CapsoVision, Inc.
18805 Cox Avenue
Suite 250
Saratoga, CA 95070
Attention: President
Email: hr@capsovision.com

(2) If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.

F. *Attorneys' Fees.* In any arbitration or permitted court action at law or equity that is brought by one of the parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

G. *Severability.* If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first written above.

CONSULTANT

CAPSOVISION, INC.

By: /s/ David S. Shields, MD

By: /s/ Kang-Huai (Johnny) Wang

Name: David S. Shields, MD

Name: Johnny Wang

Address: [***]

Title: President/CEO

[***]

Email: [***]

EXHIBIT A

Services and Compensation

1. Contact. Consultant's principal Company contacts:

Johnny Wang

2. Services. The Services shall include, but shall not be limited to, the following:

A. Clinical Consulting

B. Industrial affiliation

3. Compensation.

A. The Company will reimburse Consultant for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement if Consultant receives written consent from Johnny Wang prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.

B. As compensation for the Services, Consultant shall earn US\$600 per hour, for up to 3 hours per work week. Compensation is payable monthly within 30 days upon receipt of invoice. Any hours exceeding 3 hours per work week must be approved in writing by Johnny Wang, Consultant's Company contact.

Accepted and agreed as of July 2, 2026.

CONSULTANT

CAPSOVISION, INC.

By: /s/ David S. Shields MD

By: /s/ Kang-Huai (Johnny) Wang

Name: David S. Shields MD

Name: Johnny Wang

Address: [***]

Title: President/CEO

[***]

Email: [***]

Phone: [***]



CapsoVision Appoints Gastroenterology Leader David S. Shields, M.D., to Board of Directors

Longtime Clinical Advisor and Capsule Endoscopy Pioneer Joins Board as Company Advances AI-Enabled Capsule Endoscopy Platform

SARATOGA, Calif., July 2, 2026 – CapsoVision, Inc. (Nasdaq: CV), a commercial-stage medical technology company developing advanced imaging and AI-enabled capsule endoscopy solutions, announced the appointment of David S. Shields, M.D., to its Board of Directors, effective July 1, 2026.

Dr. Shields is a board-certified gastroenterologist with more than 40 years of experience in academic medicine, clinical gastroenterology, advanced endoscopy and digestive disease management. He has served as a clinical advisor and consultant to CapsoVision for nearly a decade. He succeeds Joanne C. Imperial, M.D., who has stepped down from the Board and will continue to support the Company as an independent clinical consultant.

Dr. Shields has maintained a private gastroenterology consulting practice in Palo Alto, California since 1986, providing comprehensive care to patients with gastrointestinal and liver disorders. He previously served as Assistant Professor of Medicine in the Division of Gastroenterology at Stanford University School of Medicine and Director of Endoscopy at Stanford Hospital. A recognized leader in gastrointestinal innovation, Dr. Shields established one of the earliest gastroenterology endoscopy programs associated with Stanford University and has been an early adopter and clinical investigator in capsule endoscopy technology. He currently serves as a gastroenterology consultant and clinician at both San Mateo County Medical Center and the Palo Alto Veterans Affairs Health Care System, where he continues to teach medical residents and gastroenterology fellows. Dr. Shields has nearly two decades of experience utilizing capsule endoscopy in the diagnosis and management of small bowel disorders and gastrointestinal bleeding.

"We are delighted to welcome David to our Board of Directors," said Johnny Wang, President and Chief Executive Officer of CapsoVision. "Since 2017, he has been a trusted clinical advisor to CapsoVision. As we approach several important milestones, including the anticipated commercial launch of our AI-assisted reading feature for CapsoCam Plus®, the continued advancement of our second-generation CapsoCam Colon™ program, and the expected expansion of our broader capsule platform, we believe the Company is entering an exciting new phase of growth. David's deep clinical expertise, extensive experience in capsule endoscopy, and longstanding knowledge of gastrointestinal clinical practice make him an invaluable addition to our Board."

"I am honored to join CapsoVision's Board at such an exciting time for the Company," said Dr. Shields. "Having worked alongside the team for many years, I've seen firsthand the innovation behind its technology and its commitment to improving patient care. I believe CapsoVision is well positioned to advance the next generation of AI-enabled capsule endoscopy, and I look forward to helping guide the Company's continued growth and clinical impact."

Mr. Wang continued, "On behalf of the Board and the entire CapsoVision team, I also want to thank Dr. Joanne Imperial for her many contributions as a director. We are pleased that she will continue to support CapsoVision as a close clinical advisor, providing ongoing guidance for our pancreatic cancer clinical program and our planned 2027 esophageal varices study, which will evaluate our next-generation capsule platform incorporating Canon's advanced imaging technology. We look forward to continuing to benefit from Joanne's clinical expertise as we advance these important programs."

About David S. Shields, M.D.

Dr. David S. Shields is a board-certified gastroenterologist with more than four decades of experience in academic medicine, clinical gastroenterology, advanced endoscopy and digestive disease management. Since 1986, he has

maintained a private gastroenterology consulting practice in Palo Alto, California, providing comprehensive care to patients with gastrointestinal and liver disorders.

Dr. Shields previously served as Assistant Professor of Medicine in the Division of Gastroenterology at Stanford University School of Medicine and Director of Endoscopy at Stanford Hospital. Throughout his career, he has remained actively involved in clinical education and physician training. He currently serves as a gastroenterology consultant and clinician at both San Mateo County Medical Center and the Palo Alto Veterans Affairs Health Care System, where he continues to teach medical residents and gastroenterology fellows.

A recognized leader in gastrointestinal innovation, Dr. Shields established one of the earliest gastroenterology endoscopy programs associated with Stanford University and has been an early adopter and clinical investigator in capsule endoscopy technology. He has accumulated nearly two decades of experience utilizing capsule endoscopy for the diagnosis and management of small bowel disorders and gastrointestinal bleeding.

Dr. Shields earned a Bachelor of Arts degree in Biochemistry with highest honors from the University of California, Santa Barbara, and received his Doctor of Medicine degree from the University of California, San Francisco School of Medicine. He completed his residency training in Internal Medicine at Stanford University School of Medicine and the University of Virginia, followed by a fellowship in Gastroenterology at the University of Virginia.

About CapsoVision

CapsoVision is a commercial-stage medical technology company focused on developing advanced imaging and AI-enabled solutions to transform the detection and screening of gastrointestinal diseases. Its flagship product, CapsoCam Plus®, is a wire-free, panoramic capsule endoscope that enables high-resolution visualization of the small bowel and supports cloud-based or direct capsule video retrieval. The Company's next pipeline product, CapsoCam Colon™ with enhanced AI, is designed to enable non-invasive colon imaging and polyp detection. With a proprietary platform targeted to expand across multiple GI indications, including esophageal and pancreatic disorders, CapsoVision is advancing a new era in capsule-based diagnostics. For more information on CapsoVision, please visit www.capsovision.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In this context, forward-looking statements mean statements related to future events, which may impact our expected future business and financial performance, and often contain words such as “expected”, “positioned”, “on track”, “anticipate(s)”, “intend(s)”, “plan(s)”, “believe(s)”, “potential”, “will”, “should”, “could”, “would”, “may”, “continue”, “remain”, “advancing”, “approach(ing)”, “planned”, “look forward”, or “target(ed)” and other words of similar meaning. Examples of these forward-looking statements include, but are not limited to, statements concerning possible or assumed future results of operations and financial position, including the Company's expectations regarding the Company's product and clinical development efforts, the timing and receipt of regulatory submissions and approvals, the Company's plans, strategies and timing for its pipeline development (including the anticipated commercial launch of our AI-assisted reading feature for CapsoCam Plus®, the continued development for our second-generation of CapsoCam Colon™, the clinical study for CapsoCam® UGI in pancreatic cancer detection, and the planned 2027 esophageal varices study) and the success of the Company's plans and strategies. These forward-looking statements are based on the Company's current expectations and inherently involve significant risks and uncertainties, including those beyond the Company's control. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, market conditions, the Company's financial condition and the availability of cash and financing, the success of the Company's product and clinical development efforts, the failure to receive regulatory clearance and the failure to adapt the Company's products for new indications. These and other risks and uncertainties are described more fully in the Company's filings with the Securities and Exchange Commission (“SEC”), including the “Risk Factors” section of the Company's most recent Form 10-K and Form 10-Q. Forward-looking statements speak only as of the date of this press release, and the Company undertakes no obligation to update or revise these statements, except as required by law.

Investor Relations Contact

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New Street Investor Relations
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Media Contact

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