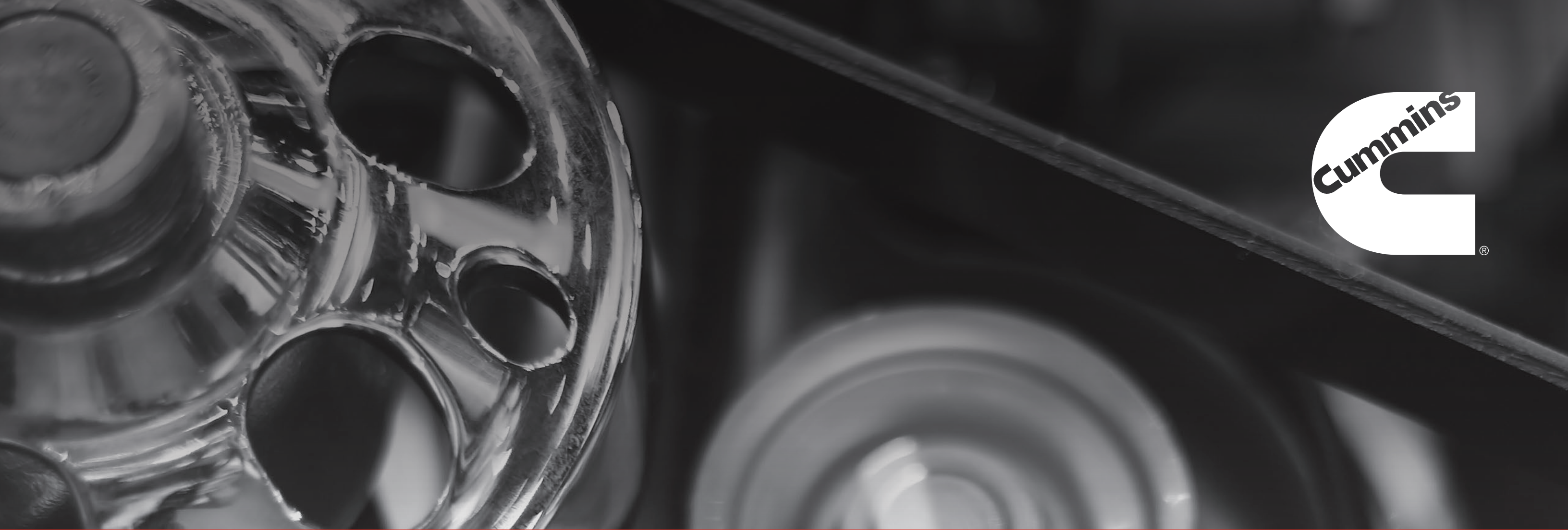

Cummins Retirement and Savings Plan (RSP)

SUMMARY PLAN DESCRIPTION

Issued July 2024

Prospectus

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended (the “Securities Act”).

Cummins Inc.

Cummins Retirement and Savings Plan

500,000 Common Shares, Par Value $2.50 Per Share

This Prospectus relates to the offer and sale of up to 500,000 common shares (the “Common Stock”) of Cummins Inc. (the “Company”) that may be issued under the Cummins Retirement and Savings Plan (the “Plan”). Shares of Common Stock of Cummins Inc. are listed on the New York Stock Exchange under the ticker symbol “CMI.”

This Prospectus may be used only in connection with offers and sales by the Company of shares of Common Stock under the Plan and may not be used by Plan participants for reoffers or resales of shares of Common Stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or has passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offense.

The information contained in this Prospectus is correct as of the date of this Prospectus. You should be aware that some of this information may have changed by the time this document is delivered to you.

The date of this Prospectus is July 1, 2024.

Introduction

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act. Plan participants have also received the following documents relating to the Plan: a Summary Plan Description ("SPD"); an Investment Fund Summary; and an Annual Fee Disclosure Statement. The contents of the SPD, the Investment Fund Summary and the Annual Fee Disclosure Statement, as each may be amended or updated from time to time, are incorporated by reference into, and made a part of, this Prospectus. Capitalized terms used in this document that are not otherwise defined herein shall have the meanings specified in the SPD.

This document summarizes certain information related to the Company Stock Fund, an investment fund available under the Plan which invests primarily in shares of Common Stock. The Plan and the Company Stock Fund are each described in the SPD.

Restrictions on Resale of Common Stock

The provisions of the Plan do not impose restrictions upon the resale of Common Stock by participants who receive distributions of Common Stock originally acquired under the Plan. However, under the federal securities laws, participants who are deemed to be "affiliates" of the Company are restricted in the resale of Common Stock owned by them (whether acquired under the Plan or otherwise). For this purpose, an "affiliate" of the Company is any person who controls the Company, is controlled by the Company, or is under common control with the Company, whether directly or indirectly through one or more intermediaries. Resales by "affiliates" may be made only pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements thereunder. One such exception is provided for certain "brokers' transactions" which comply with all the conditions set forth in Rule 144 of the Securities Act. No registration statement covering resales by affiliates is in effect at the date of this Prospectus, and none is presently anticipated to be filed.

The restrictions imposed by Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), upon any director or executive officer of the Company, apply to transactions in Common Stock, including dispositions of Common Stock acquired under the Plan. Any person who is subject to Section 16 should consult with counsel prior to engaging in any transaction in Common Stock.

Where You May Find More Information

The Company files annual, quarterly and special reports and other information with the Securities and Exchange Commission ("SEC"). SEC filings are available to the public over the Internet on the SEC's website at http://www.sec.gov.

The SEC allows the Company to "incorporate by reference" the information filed with them, which means that the Company can disclose important information to you by referring you to those other documents. The information incorporated by reference is considered part of this Prospectus, and information that the Company files later with the SEC will automatically update and supersede this information. The Company incorporates by reference the following documents the Company filed with the SEC and any further filing that the Company makes with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act, as amended, and all documents filed by the Plan pursuant to Section 15(d) of the Exchange Act, as amended, before the termination of this offering:

- The Company's Annual Report on Form 10-K for the year ended December 31, 2023;

- The Plan’s Annual Report on Form 11-K for the fiscal year ended December 31, 2023;

- The Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2024;

- The Company’s Current Reports on Form 8-K filed on February 12, 2024, February 14, 2024, February 15, 2024, February 20, 2024, May 15, 2024, May 30, 2024 and June 3, 2024; and

- The description of the Common Stock, par value $2.50 per share, filed as Exhibit 4(d) to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2019, and any amendments or reports subsequently filed for the purpose of updating such description.

You may request a copy of these filings by writing Schuyla Jeanniton, Executive Director, Ethics and Compliance at 301 E Market Street, Indianapolis, IN 46204 or by calling (317) 610-2461. You may request additional information about the Plan and the administrator of the Plan, at no cost, by writing the Benefits Policy Committee of Cummins Inc. at 500 Jackson Street, Columbus, IN 47201, Mail Code: 60128 or by calling (812) 377-5000.

You should rely only on the information incorporated by reference or provided in this Prospectus and any Prospectus supplement. The Company has not authorized anyone else to provide you with different information. The information that the Company has incorporated by reference into this Prospectus is also incorporated by reference into the Registration Statement on Form S-8 relating to the Plan which the Company filed with the SEC.

CUMMINS RETIREMENT AND SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

July 1, 2024

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

PLAN INFORMATION

Plan Name:	Cummins Retirement and Savings Plan (**Plan**)
Plan Sponsor/ Employer:	Cummins Inc. (**Cummins** or **Company**) A complete list of the employers participating in the Plan (Cummins and each of them, referred to as an **Employer**) may be obtained by **Participants** and **Beneficiaries** upon written request to the Administrator.
Corporate Address of Plan Sponsor:	Cummins Inc. 500 Jackson Street Columbus, IN 47201 Mail Code: 60128 PHONE: 1-812-377-5000
Employer Identification Number (**EIN**) of Plan Sponsor:	35-0257090
Plan Number:	020
Plan Administrator:	The Benefits Policy Committee of Cummins Inc. (**BPC** or **Administrator**) is the official administrator of the Plan. The BPC has delegated certain plan administrative responsibilities to third parties and/or employees of the Company. To contact the BPC: Benefits Policy Committee of Cummins Inc. 500 Jackson Street Columbus, IN 47201 Mail Code: 60128 PHONE: 1-800-682-8788
Service Center – Plan Correspondence and Questions:	If you wish to ask any questions about your Plan benefit, contact the Cummins Retirement Benefits Service Center. To contact the Cummins Retirement Benefits Service Center: Cummins Retirement Benefits Service Center DEPT 01092 P.O. Box 64116 The Woodlands, TX 77387-4116 PHONE: 1-800-682-8788 Customer service associates are generally available from 7 a.m. to 6 p.m. (Central Time), Monday – Friday.
Online Benefit Access:	The Your Benefits Resources™ website is a self-service online tool that allows you to access important information and take action regarding the Plan. For example, on the Your Benefits Resources™ website you can: • review personalized information about your Plan benefits; • manage your contribution and investment elections; • complete other Plan transactions such as designating a Beneficiary or requesting a distribution; and • explore tools and resources available to help you stay connected to the Plan. The Your Benefits Resources™ website is available 24 hours per day, seven days a week (except during scheduled maintenance). WEBSITE: www.yourbenefitsresources.com/cummins

PLAN INFORMATION

QDRO Administrator:	The Administrator has appointed Alight Solutions, LLC to review domestic relations orders and to determine whether they are qualified domestic relations orders (**QDROs**). To contact the QDRO Administrator: Alight Solutions Attn: QDRO Shared Service P.O Box 299088 Lewisville TX 75029-9088 FAX: 1-847-883-9313
Trustee:	The Northern Trust Company (**Trustee**) 50 South LaSalle Street Chicago, IL 60603
Third-Party Recordkeeper:	Alight Solutions, LLC
Legal Matters:	If you have a legal question about your benefits under the Plan, you should contact the Office of General Counsel. To contact the Office of General Counsel: Office of General Counsel 500 Jackson Street Columbus, IN 47201 Mail Code: 60128 PHONE: 1-800-682-8788 The Employer's General Counsel will serve as the agent for service of legal process and will receive any written notice of legal action taken involving this Plan to the address above. In addition, service of legal process may be made upon the Administrator or the Trustee.
Plan Year:	January 1 – December 31 (**Plan Year**)
Plan Type:	The Plan is a defined contribution profit sharing plan with a section 401(k) feature and, with respect to the portion of the Plan invested in the **Company Stock Fund**, an employee stock ownership plan as defined in section 4975(e)(7) of the **Code** (**ESOP**). The Plan is intended to be a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (**ERISA**). This means that fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment directions given by Participants or defaulted investments.
Source of Financing for the Plan:	Employee and employer contributions

PLAN FEATURES

Eligibility:	Generally, you are an **Eligible Employee** if you are an employee of Cummins or an affiliate of Cummins that has adopted the Plan, you are authorized to work in the United States, and either you are not covered by a collective bargaining agreement or you are covered by a collective bargaining agreement that provides for your participation in the Plan. However, you will not be an Eligible Employee if you participate in certain other defined contribution plans sponsored by Cummins or an affiliate of Cummins, such as the Cummins Retirement and Savings Plan for Certain Collectively Bargained Employees, or you are otherwise an **Excluded Employee**.
Automatic Enrollment:	You will be automatically enrolled in the Plan – generally effective 60 days after your hire date – at a 6% before-tax contribution rate. Automatic contributions will be invested in the age-appropriate target retirement date fund with the date that most closely corresponds to the date of your 65th birthday. You may opt out of automatic enrollment by making an enrollment election, including an election not to participate.
Contribution Strategy:	You may elect to make before-tax contributions, Roth contributions, after-tax contributions, or a combination of contribution types to the Plan. Determining what type of contributions to make to the Plan is an important decision that can significantly impact your current and future taxes. You are encouraged to consult with a financial or tax advisor to determine the impact of making contributions to the Plan in your personal situation.
Modify your Elections:	You may modify your elections at any time on the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center.
Matching Contributions:	Your Employer will match your before-tax and/or Roth contributions to the Plan in an amount equal to 100% of such contributions for the Plan Year, up to 1% of your **Plan Compensation**, *plus* 50% of such contributions for the Plan Year on the next 5% of your Plan Compensation.
Non-Elective "Retiree Medical" Contributions:	If you have satisfied certain conditions, you will be eligible for an annual $500 employer contribution.
Vesting:	You are always 100% vested in your account.

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INTRODUCTION

This summary plan description (**SPD**) describes the principal provisions of the Plan in effect as of July 1, 2024.

Please read this SPD carefully. It contains important information about your participation in the Plan and the benefits that you may be entitled to under the terms of the Plan. Capitalized terms used in the SPD have the meanings set forth in Appendix A. (See Appendix A – Certain Defined Terms on page 26.)

The rules that apply to the Plan are complicated and this SPD does not describe every circumstance that might occur under the Plan. If you have questions that this SPD does not answer, you should visit the Your Benefits Resources™ website or call the Cummins Retirement Benefits Service Center. (See Plan Information on page i.) You may obtain a copy of the official Plan document, at no cost, by requesting it online on the Your Benefits Resources™ website or by contacting the Cummins Retirement Benefits Service Center.

If there is any inconsistency or conflict between the official Plan document and this SPD, or any omission from or ambiguity in the terms of this SPD, the official Plan document will control.

PARTICIPATION

When Participation Begins
You become a Participant on the date you become an Eligible Employee. Once you become an Eligible Employee, it may take up to two weeks to update the recordkeeping system so that you can elect to make contributions.

When Participation Ends
Generally, you do not have the ability to make contributions to the Plan once you cease to be an Eligible Employee. You will continue to be a Participant until you are no longer an Eligible Employee and you have distributed all amounts from the Plan.

The terms and conditions of the Plan as in effect at the time of your termination of employment will govern.

Reemployment and Change in Employment Status
Generally, if your employment status changes so that you are no longer an Eligible Employee, even if you are still an employee of Cummins or another Employer, you may no longer make contributions to the Plan. If you are reemployed or otherwise again become an Eligible Employee, you may resume making contributions and sharing in Cummins' contributions.

Rollovers to the Plan from the Cummins Pension Plan
So long as you are still a Participant at the time, you may make a rollover contribution to the Plan of an eligible lump sum distribution from the Cummins Pension Plan after you cease to be an Eligible Employee.

CONTRIBUTIONS

Types of Participant Contributions

Before-Tax Contributions

As an Eligible Employee, you may elect to have a specified whole percentage between 1% and 50% of Plan Compensation withheld from pay each pay period and contributed to the Plan as a before-tax contribution, a Roth contribution, or a combination of both.

Any before-tax contributions that you make to the Plan are excluded from your income for federal and state income tax purposes in the year of the contribution. Before-tax contributions are included in your wages for **FICA** purposes.

Your savings and related investment earnings are not taxed until they are distributed to you from the Plan.

Before-tax contributions are subject to the **Annual 401(k) Deferral Limit** and other applicable legal limits. (See Limitations on Total Contributions on page 7.)

Example: The Benefits of Before-Tax Contributions

Ryan Jones' Plan Compensation for a year is $50,000. Assuming Ryan's effective tax rate is approximately 12%, if Ryan is taxed on their full $50,000 in Plan Compensation they will pay $6,000 in federal income taxes ($50,000*.12 = $6,000). If Ryan elects to contribute 10% of their Plan Compensation (or $5,000) to the Plan on a before-tax basis, Ryan's federal taxes will be reduced by approximately $600 ($5,000 * 0.12 = $600).

Ryan also receives matching contributions on a portion of their before-tax contributions, which further increases their retirement savings.

Roth Contributions

As described above, as an Eligible Employee, you may elect to have a specified whole percentage between 1% and 50% of Plan Compensation withheld from pay each pay period and contributed to the Plan as a before-tax contribution, a Roth contribution, or a combination of both.

Any Roth contributions that you make to the Plan are taken from your pay after FICA, federal and state income taxes are withheld, and will be included in your income for federal and state income tax purposes in the year of the contribution, at your current tax rate.

Your savings and related investment earnings are not taxed when they are distributed to you in the future, so long as they are distributed to you in a qualified Roth distribution. (See Tax Consequences of Distributions on page 17.)

Roth contributions are subject to the 401(k) Deferral Limit and other applicable legal limits. (See Limitations on Total Contributions on page 7.)

Example: The Benefits of Roth Contributions

Alex Anderson's Plan Compensation for the year is $50,000. They contribute $5,000 per year to the Plan on a Roth basis. Because they make their contributions on a Roth Basis, they pay federal income tax on their annual $5,000 in contributions each year. Assuming an effective tax rate of 12%, Alex pays $6,000 in federal taxes annually ($50,000*0.12 = $6,000). If Alex instead made $5,000 in before-tax contributions, reducing their taxable income to $45,000, Alex would pay $5,400 in federal taxes annually ($45,000*0.12 = $5,400).

Because Alex made Roth contributions and already paid income tax on their contribution amounts in the year of contribution, they will not have to pay income tax on qualified distributions of amounts attributable to their Roth contributions (including any investment earnings from such contributions).

Catch-Up Contributions

If you are an Eligible Employee who has reached age 50, in addition to making before-tax or Roth contributions to the Plan, you may elect to have catch-up contributions withheld from pay each pay period and contributed to the Plan on a before-tax or Roth basis.

The federal income tax consequences of making catch-up contributions are generally the same as those for making regular before-tax contributions or Roth contributions, as applicable.

Catch-up contributions are not subject to the 401(k) Deferral Limit but are subject to the **Catch-Up Contribution Limit** and other applicable legal limits. (See Limitations on Total Contributions on page 7.)

After-Tax Contributions

As an Eligible Employee, you may also elect to have a specified whole percentage between 1% and 50% of Plan Compensation withheld from pay each pay period and contributed to the Plan as an after-tax contribution. In addition, Cummins opens a limited window each year during which Eligible Employees may make a lump sum after-tax contribution to the Plan in accordance with Administrator rules.

Any after-tax contributions that you make to the Plan are taken from your pay after FICA, federal and state income taxes are withheld, and will be included in your income for federal and state income tax purposes in the year of the contribution, at your current tax rate. Unlike Roth contributions, your investment earnings on after-tax contributions will be taxed when they are distributed to you in the future.

After-tax contributions are not subject to the 401(k) Deferral Limit but are subject to other applicable legal limits. (See Limitations on Total Contributions on page 7.)

Rollover Contributions

As an Eligible Employee, you may make a rollover contribution to the Plan on a tax-deferred basis if the Administrator determines that the rollover satisfies applicable legal requirements. A rollover contribution must result from a prior distribution of another tax-qualified retirement plan and the rollover generally must occur no later than 60 days after the date you received the payment from the other plan. If you are rolling over a Roth 401(k) account, the rollover must be a direct trustee to trustee rollover.

Generally, once you cease to be an Eligible Employee, you will not be permitted to make a rollover contribution to the Plan. However, there is an important exception to this general rule. So long as you are still a Participant because you have not distributed all amounts from the Plan, you may make a rollover contribution to the Plan of an eligible lump sum distribution from the Cummins Pension Plan even if you are not an Eligible Employee.

Make-Up Contributions Following Qualified Military Service

If you take a leave of absence for **Qualified Military Service** and return to active employment with an Employer within the period prescribed by federal laws relating to reemployment of veterans, you will have the right, within a limited period of time, to make up before-tax, Roth, and after-tax contributions that you could have made, and share in the allocation of contributions that you could have received from your Employer, had you remained in active employment during your period of Qualified Military Service. (See Special Provisions Regarding Veterans on page 22.)

Making Participant Contributions

You may elect to make before-tax, Roth, after-tax or catch-up contributions, change your rate of deferral or stop your before-tax, Roth, after-tax or catch-up contributions at any time by visiting the Your Benefits Resources™ website or calling the Cummins Retirement Benefits Service Center. Elections are applied weekly and generally implemented within two pay periods. If you make multiple changes during a week, only the final change made before elections are applied for that week will be implemented.

If you would like to make a lump sum after-tax contribution to the Plan, please call the Cummins Retirement Benefits Service Center for more information including dates of the window during which you may make this contribution and the maximum lump-sum after-tax contribution that you may make to the Plan in accordance with applicable legal limits.

If you would like to initiate a rollover contribution, you may request a rollover form online by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center.

Participant contributions are subject to applicable legal limits. (See Limitations on Total Contributions on page 7.)

In addition, you should be aware that there are Plan and legal rules governing the distribution of your contributions, including that certain Participant contributions are generally not distributable until after your termination of employment with Cummins and its affiliates. (See Access to Your Savings While You are Employed on page 12 and Distributions After Termination of Employment on page 16.)

There are many factors to consider when deciding whether to contribute to the Plan. You are encouraged to consult with a financial or tax advisor to determine the impact of making contributions to the Plan in your personal situation.

Employer Contributions

Matching Contributions

Matching contributions are contributions made by your Employer to the Plan on your behalf. You are entitled to matching contributions for each payroll period equal to 100% of your aggregate before-tax and Roth contributions for the Plan Year up to 1% of your Plan Compensation, plus 50% of your aggregate before-tax and Roth contributions on the next 5% of your Plan Compensation (with such amount subject to true-up at the end of the Plan Year if the total matching contribution made on your behalf does not equal the full matching percentage to which you are entitled). Though you are entitled to matching contributions on the Roth contributions you make to the Plan up to the previously described limits, matching contributions may not be designated as Roth contributions. Matching contributions under the Plan are made with before-tax dollars and will be taxable (along with any associated investment earnings) when they are distributed to you in the future.

Matching contributions are subject to applicable legal limits. (See Limitations on Total Contributions on page 7.)

Example: Benefits of Matching Contributions

As described above, Ryan Jones' Plan Compensation for a year is $50,000 and they elect to contribute 10% of their Plan Compensation (or $5,000) to the Plan on a before-tax basis. By doing so, Ryan receives matching contributions of $1,750 (100% of their before-tax contributions up to 1% of Plan Compensation ($500), *plus* 50% of their before-tax contributions up to the next 5% of their Plan Compensation ($1,250).

Non-Elective Retiree Medical Contributions

Your Employer may make an additional $500 contribution to the Plan on your behalf each plan year. For historical reasons, this contribution is called a retiree medical contribution, but it does not have to be used for retiree medical costs. Non-elective retiree medical contributions under the Plan are made with before-tax dollars and will be taxable (along with any associated investment earnings) whey they are distributed to you in the future.

Generally, to be eligible to receive a non-elective retiree medical contribution for a Plan Year you must have been employed by Cummins or its affiliate for at least 2½ years as of December 31 of the Plan Year. In addition, you must either continue to be employed by Cummins or its affiliate as of December 31, or have experienced a qualifying termination of employment during the Plan Year. Qualifying terminations of employment for this purpose include terminations on account of death, disability, plant closing or general workforce reduction, change of ownership of your business unit, or transfer to a joint venture or independent distributor of Cummins, termination of employment after attaining 30 years of service with Cummins or its affiliates, or termination of employment after reaching age 55 and attaining five years of service with Cummins or its affiliates.

Participants who previously elected to continue accruing benefits under the Cummins Pension Plan in accordance with the pre-cash balance formula are not eligible to receive a non-elective retiree medical contribution.

Automatic Contribution Arrangement

To make saving easier, the Plan has an automatic contribution arrangement. Under this arrangement, you will be deemed to have elected to contribute 6% of your Plan Compensation as a before-tax contribution unless you (1) elect to contribute a different amount or (2) affirmatively elect not to contribute to the Plan within 60 days of becoming an Eligible Employee.

You may elect to withdraw any automatic contribution amounts within 90 days after the first automatic contribution is withheld from your pay by calling the Cummins Retirement Benefits Service Center. The amount of your withdrawal will be adjusted for investment gains and losses and any matching contributions attributable to the withdrawn amount will be forfeited. After your withdrawal, you will be deemed to have elected not to make contributions until you make a new election. Automatic contribution amounts withdrawn within 90 days of the first automatic contribution are subject to ordinary income taxes, but they are not subject to the additional 10% penalty tax for early distributions that applies to most distributions before age 59½. (See Tax Consequences of Distributions on page 17.)

Accounts

All contributions are allocated to a bookkeeping account in your name, which may contain sub-accounts that correspond to the type of contributions you or your Employer have made to the Plan or a predecessor plan on your behalf. The value of your account is equal to the sum of any sub-accounts maintained in your name.

Your account shares in the net gains and losses from the funds in which it is invested. Net gains and losses of a fund reflect income and losses from fund investments, charges imposed by the fund, and increases or decreases in the value of the fund's investments. (See Investments on page 9.)

Administrative Fees

Cummins pays certain administrative fees of the Plan. You share in some of the administrative fees not paid by Cummins as well as fees charged by the investment funds in which your account is invested.

As a Participant, you are responsible for the following administrative fees:

- Monthly Administrative Fee: Equal to .05% of the balance of your account as of the beginning of the month (but not to exceed $5.00 per month).
- Loan Initiation Fee: If you take out a loan, a $100 loan initiation fee is charged against the loan amount.
- QDRO Processing Fee: If someone obtains a QDRO in respect of your account, a $400 processing fee is charged against your account.

Vesting

You are 100% vested in your account at all times. This means that you will not forfeit any portion of your account if you terminate employment with Cummins and its affiliates.

Limitations on Total Contributions

Federal law imposes several limits on the amount of contributions that may be allocated to your account for a calendar year and imposes additional limits on contributions for **Highly Compensated Employees** or **HCEs**. The Plan also imposes certain contribution limits. These legal and Plan limits may reduce the amounts that would otherwise be allocated to your account. The limits are discussed in the following paragraphs:

Annual 401(k) Deferral Limit

The Code defines how much you may contribute on a before-tax and/or Roth basis to all qualified retirement plans in a calendar year. For 2024, the limit is $23,000 (excluding catch-up contributions) (**Annual 401(k) Deferral Limit**). This amount is adjusted periodically by the Internal Revenue Service (**IRS**) to reflect increases in the cost of living. If you elect before-tax contributions or Roth contributions to the Plan that will exceed the limit, Cummins will reduce your contributions to comply with law.

The Annual 401(k) Deferral Limit applies, in the aggregate, across all qualified retirement plans. As a result, your before-tax contributions and Roth contributions to the Plan, when aggregated with any before-tax or Roth contributions to other 401(k) plans, cannot exceed the Annual 401(k) Deferral Limit. If you contribute in excess of the Annual 401(k) Deferral Limit during a calendar year, before March 1 of the following year, you may make a written request to the Cummins Retirement Benefits Service Center for a distribution of the excess contributions. The distribution of the excess amount will generally occur by April 15 of such year. Matching contributions attributable to excess contributions that are distributed are forfeited.

Catch-Up Contribution Limit

Catch-up contributions are not subject to the Annual 401(k) Deferral Limit but the Code applies a separate annual limit on catch-up contributions to all qualified retirement plans in a calendar year (**Catch-Up Contribution Limit**). For 2024, the limit is $7,500. This amount is adjusted periodically by the IRS to reflect increases in the cost of living.

Eligible Compensation Limit

The Code places a cap on the amount of Plan Compensation that may be considered for qualified plan purposes, such as the amount of Plan Compensation eligible to be considered in connection with matching contributions (**Eligible Compensation Limit**). For the 2024 Plan Year, the limit is $345,000. This amount is adjusted periodically by the IRS to reflect increases in the cost of living.

Total Contribution Limit

The total amount of contributions made by you and made on your behalf that may be credited to your account under the Plan (and any other qualified Cummins defined contribution plan) for the Plan Year is limited under the Code to the lesser of 100% of your compensation or $69,000 (as adjusted by the IRS from time to time), excluding catch-up contributions. If contributions to your account exceed this limit, a portion of your contributions may be returned to you (subject to applicable tax) and a portion of the matching contributions on your behalf may be forfeited. Any amounts returned to you will be distributed first from your before-tax contributions, if any, and then from your Roth contributions.

Other Plan Limits

The sum of your before-tax, Roth and after-tax contributions may not exceed 50% of your Plan Compensation. In addition, if you are a Highly Compensated Employee, your after-tax contributions may not exceed 10% of your Plan Compensation and such contributions may be further limited by the nondiscrimination requirements of the Code. If this happens, the Plan may be required to return a portion of your contributions to you.

Example: Annual 401(k) Deferral Limit

Ryan Jones begins the year as an employee of ABC Company and contributes $10,000 to the ABC Company Retirement Plan. In July, Ryan leaves ABC Company and is hired by Cummins, thus becoming an Eligible Employee. Ryan elects to contribute $15,000 to the Plan for the remainder of the Plan Year. Ryan's aggregate qualified retirement plan contributions for the year equal $25,000, which exceeds the Annual 401(k) Deferral Limit for 2024. Because the excess deferral was made in part to a plan other than the Plan, Ryan must notify the Cummins Retirement Benefits Service Center of the excess deferral by March 1, 2025 in order to receive a $2,000 refund.

If Ryan does not request a refund by the March 1, 2025 deadline, the $2,000 excess deferral will be included in their taxable income in the year it is contributed to, as well as in the year it is distributed from, the Plan.

INVESTMENTS

How Your Account Is Invested

The Plan allows you to direct the investment of your account among a variety of available investment funds. This allows you to choose a diversified investment mix that is appropriate for your personal situation. The Plan is intended to meet the requirements of section 404(c) of ERISA, which provides that Plan fiduciaries are not liable for losses that may occur as a result of your investment choices. There is no guarantee that your chosen investment funds will always increase in value. By selecting particular investment funds, you accept the risks associated with those funds.

Except as provided below, the Administrator selects the investment funds in which you may invest your account and reserves the right to add or delete funds at any time. The Administrator attempts to select investment funds that:

- cover the risk/return spectrum of appropriate investment classes;
- are diversified and professionally managed;
- have reasonable administrative fees; and
- provide you with the opportunity to structure a portfolio with risk and return characteristics at any point within a normally appropriate range of investment strategies.

In addition to the investment funds selected by the Administrator, the Plan provides for a Company Stock Fund, which is invested primarily in Cummins common stock at market price. (See Information Regarding the Company Stock Fund on page 10.)

Your account and contributions to the Plan are invested pursuant to your elections. If you fail to make an investment election, all of your contributions are invested in the fund or funds that the Administrator designates from time to time as the default under the Plan. The current default fund for a Participant is a Vanguard target retirement date fund with the date that most closely corresponds to that Participant's 65th birthday. The Administrator reserves the right to change the default fund under the Plan or to designate new default funds from time to time.

Information about Investment Funds

You may obtain a list and description of the available investment funds, the funds' annual operating expenses, copies of prospectuses and financial statements, a breakdown of investment portfolios, investment performance data, and information on the value of shares or units and investment funds by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center.

Making or Changing Investment Elections

You may elect to have your future contributions invested in one or more of the available investment funds or to transfer your existing account among the available funds by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center . Your investment and/or transfer elections must be in whole percentages. In general:

- if you make an investment or transfer election before 4 p.m. Eastern Time on a business day, your election is implemented after the close of business on that day; and
- if you make an investment or transfer election on a non-business day or after 4 p.m. Eastern Time on a business day, your election is implemented after the close of business on the next following business day.

Certain investment funds may impose limits on transfers within a short period after investing in that fund. For such limits, you should review the prospectus for the fund.

Importance of Diversification

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments may help you achieve a favorable rate of return while reducing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets to perform well may cause another asset category to perform poorly. If you invest a significant portion of your retirement savings in any one company (including Cummins) or type of asset, your savings are not appropriately diversified. Although diversification is not a guarantee against loss, it is a strategy that may help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, targeted retirement ages, and risk tolerances. It is also important to review your investment portfolio, objectives, and options periodically to assess whether your anticipated retirement savings will meet your needs.

Information Regarding the Company Stock Fund

Designation as an ESOP

The portion of the Plan that is invested in the Company Stock Fund is designated as a stock bonus plan that is intended to be an ESOP. If you invest any portion of your account in the Company Stock Fund, you have certain rights as described below.

The Company Stock Fund consists of Cummins stock previously purchased with the proceeds of an ESOP loan and dividends on that stock as well as other Cummins stock purchased by the Plan and dividends on that stock (**Company Stock Fund**). Any current or future contributions to the Company Stock Fund will be allocated to the Cummins Stock Fund.

Voting of Cummins Stock

You have the right to direct how shares of Cummins stock (including any fractional shares) allocated to your account are voted on any matter put to a shareholder vote. The Administrator will distribute voting information each year by mail, and confidentially deliver your voting instructions to the Trustee, who will vote the shares in accordance with your direction. If you do not direct the Trustee as to how to vote shares allocated to your account, the Trustee will vote the shares in the same proportion as the shares allocated to other Participants' accounts. The Administrator is responsible for ensuring that all information related to your investment in the Company Stock Fund is kept confidential (including the number of shares owned by you and your vote on any matter put to a vote of shareholders), except as required by law.

Tender Offers

If anyone makes a tender offer, or exchange offer, or otherwise offers to purchase or solicits an offer to sell 1% or more of the outstanding shares of Cummins stock (collectively referred to as a "tender offer"), you will have the right to direct the Trustee to sell, offer to sell, exchange or otherwise dispose of Cummins stock allocated to your account in accordance with the terms of the tender offer. If a tender offer occurs, the Plan will provide you with detailed information related to your rights.

Form of Distribution

You may withdraw amounts from the Company Stock Fund in cash or in stock as an in-kind stock distribution. You may take an in-kind stock distribution by contacting the Cummins Retirement Benefits Service Center. There are tax implications for a Cummins stock distribution. Before you request a distribution of Cummins stock, consult a financial or tax advisor.

Distribution of Dividends on Cummins Stock

If your account is invested in the Company Stock Fund, you may elect for dividends on Cummins stock held in that fund to be distributed to you in cash as soon as administratively feasible after they are paid to the Plan. You may make or change your election at any time by contacting the Cummins Retirement Benefits Service Center before the date set by the Administrator with respect to a particular dividend payment. If you do not make the election described in this paragraph, dividends will be allocated to your account and reinvested in the Company Stock Fund.

ACCESS TO YOUR SAVINGS WHILE YOU ARE EMPLOYED

Plan Loans

Applying for a Plan Loan

You may apply for a loan while you are employed by Cummins or its affiliates by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center. Loans must satisfy the Plan's rules and procedures as they are in effect at the time you request a loan. The Administrator may amend the rules and procedures governing Plan loans from time to time. Currently, the Plan's rules and procedures include:

- you may have only one outstanding loan at any time;
- your loan must be for at least $1,000;
- your loan amount may not exceed the lesser of (i) $50,000 (reduced by the highest outstanding loan balance under any other Plan loan to you during the prior year) or (ii) 50% of the value of your account;
- the term of your loan must be at least 12 months and may not exceed 54 months;
- the interest rate on your loan is equal to the prime lending rate, as quoted in the Wall Street Journal on the 15th day of the month immediately preceding the month in which your loan is made, plus 1%. As required by law, your interest rate will be limited to a maximum of 6% during certain military leaves;
- under most circumstances, your loan payments are made by payroll deduction;
- as collateral for the repayment of your loan, the Plan takes a security interest in your account in the amount of the loan; and
- a $100 loan initiation fee will be charged for any loan from the Plan and deducted from the loan amount. Thus, if you take out a $5,000 loan, you will receive a net amount of $4,900 (the requested $5,000 minus the $100 loan processing fee).

Loan Repayments

Loans must be repaid with interest. In general, you must make loan payments by payroll deductions each pay period. Your first payroll deduction will occur within two to four payroll periods after the date of your loan. You may pre-pay your loan at any time after the first anniversary of the loan date.

If you have an outstanding loan at the time of your termination of employment with Cummins and its affiliates, or your pay is not sufficient to cover your loan repayment, you must make required payments at the time they are due by cashier check, certified check, money order, or ACH.

Impact of Leaves of Absence

The Plan allows Participants on an approved leave of absence, including a disability leave, to suspend loan payments for up to 12 months. In addition, federal law requires that you may suspend payments during certain qualified military leaves.

Acceleration of Repayment Obligations

The remaining balance on your loan will become immediately due and payable upon:

- your receipt of a distribution (other than an in-service withdrawal) from the Plan;
- the date of distribution or transfer of your account or a portion thereof pursuant to a QDRO, if the remaining portion of your account is less than 50% of the loan balance (including accrued interest); or
- your default under the loan (as described below).

Events of Default

If you fail to make required loan payments or otherwise violate the terms of your loan agreement, and you have not timely corrected the failure, your loan generally will be deemed in default at the end of the calendar quarter following the quarter in which the failure occurred. Any unpaid loan balance also will be deemed in default upon your receipt of a distribution from the Plan (other than an in-service distribution).

Consequences of Default

If you are in default and entitled to a distribution from the Plan, the Plan may treat the outstanding loan balance as a taxable distribution and reduce the balance in your account by the amount owed on the loan, to the extent permitted by law.

If you are in default and not entitled to a distribution from the Plan, the amount in default will result in a deemed distribution, resulting in immediate taxation, including the 10% penalty tax for early distributions applicable to distributions before age 59½. If you have a deemed distribution, you will not be eligible for another loan until you have repaid the deemed distribution to the Plan.

In-Service Withdrawals

Federal law strictly limits your ability to withdraw amounts from your account before you terminate employment with Cummins and its affiliates. However, you may be eligible for an in-service withdrawal depending on your circumstances. Since a withdrawal is considered a plan distribution, you might be subject to taxation and/or penalties if you choose to take an in-service withdrawal. All in-service withdrawals must be taken as a lump sum cash payment and will be taken from your sub-accounts in the order of priority established by the Administrator. If your request for an in-service withdrawal is approved, the Administrator will distribute the withdrawal payment as soon as administratively feasible.

If you have sub-accounts attributable to either (i) your previous participation in another plan or (ii) your participation in the Plan at a time when it provided for other types of contributions, you may have additional rights, and there may be additional rules regarding the circumstances under which you may take an in-service withdrawal from such sub-accounts.

Non-Hardship Withdrawals Before Age 59½

If you are under age 59½, you may generally apply for an in-service withdrawal of part or all of your account that is attributable to rollover contributions, after-tax contributions, retiree medical contributions and certain other contributions, in each case, as applicable. However, amounts attributable to certain retiree medical contributions and certain other contributions cannot be withdrawn during the 24-month period following the date they are first allocated to your account. You may request a non-hardship in-service withdrawal before age 59½ online by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center.

Non-Hardship Withdrawals After Age 59½

If you are at least age 59½, you may apply for an in-service withdrawal of part or all of your account, provided, however, that the minimum withdrawal amount is generally $250 (or your entire account, if less). You may request a non-hardship in-service withdrawal after age 59½ online by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center.

Hardship Withdrawals

You may be eligible for a hardship withdrawal from your before-tax contributions, your Roth contributions, and your pre-1989 earnings on before-tax contributions if you meet all of the following criteria:

- You have withdrawn all of your after-tax contribution, rollover contribution and non-safe harbor matching contribution sub-accounts, to the extent permissible, and you have taken all other in-service withdrawals available to you under the Plan and any plan maintained by a related company;
- You have taken all loans available under the Plan and under any plan maintained by a related company; and
- You have an "immediate and heavy financial need" as described in **IRS** regulations for one of the following reasons:
    - ✓ To pay post-secondary tuition (i.e., college tuition) and related educational fees, including room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, your children, your dependents, or any individual who is named as your **Beneficiary** and who has an unconditional right to all or a portion of your account after your death (**Primary Beneficiary**);
    - ✓ To pay for medical expenses that are incurred by you, your spouse, your dependents, or your Primary Beneficiary and that are not paid by insurance, but that can be deducted on your federal income tax return (without regard to certain limits on such deduction);
    - ✓ The purchase of your primary residence;
    - ✓ To avoid eviction from your primary residence or the foreclosure of your mortgage on your primary residence (mortgage payments do not qualify);
    - ✓ To pay for burial or funeral expenses for your deceased parent, spouse, children, dependents or Primary Beneficiary;
    - ✓ To pay for certain expenses to repair damage to your principal residence caused by natural disaster or other casualty;
    - ✓ To pay for qualifying expenses and losses incurred as a result of certain disasters declared by the Federal Emergency Management Agency (**FEMA**), but only if your principal residence or principal place of employment is located in an area designated by FEMA for individual assistance with respect to such disaster; or
    - ✓ For any other reason deemed acceptable by the IRS.

The minimum hardship withdrawal available under the Plan is $250 (or all of your account, if less) and the amount that you may withdraw is limited to what is needed to meet the financial hardship you are facing plus any applicable taxes and/or penalties. Prior to taking the withdrawal, you will be required to certify to the Administrator the reason for your financial need and that you have insufficient cash or liquid assets reasonably available to satisfy the need. In addition, the Administrator may require that you submit supporting documentation.

You may request an in-service hardship withdrawal online by visiting the Your Benefits Resources™ website or by calling the Cummins Retirement Benefits Service Center. Once you have made the request, the Administrator will mail you the required application forms or will deliver the forms to your Secure Participant Mailbox. If your request is approved, the Administrator will distribute the withdrawal payment to you as soon as administratively feasible. You are encouraged to consult with a financial or tax advisor before making a hardship withdrawal.

Tax Consequences of In-Service Withdrawals

In general, your in-service withdrawals, except to the extent that they represent the return of after-tax contributions, are taxable to you. In addition, if you are under age 59½ and are not disabled, you are generally subject to an additional 10% penalty tax for early distributions. Hardship withdrawals are not eligible for tax-free rollover treatment, although other in-service withdrawals may be eligible for such treatment.

Qualified Reservist Withdrawals

You may also be eligible to request a withdrawal while on active duty as a military reservist if you are on active duty for a period in excess of 179 days, or for an indefinite period, provided that the distribution is made before the end of your active duty period. The 10% penalty tax for early distributions does not apply, but the distribution will be subject to 20% mandatory withholding.

Meritor and AxleTech HEART Act Withdrawals

This withdrawal right only applies to Participants who previously participated in the Meritor, Inc. Savings Plan. If you are on active duty in the uniformed services for more than 30 days, you may request a withdrawal of all or a portion of certain specified sub-accounts attributable to your prior participation in the Meritor, Inc. Savings Plan or the AxleTech International 401(k) Plan (including earnings thereon) (**HEART Act Withdrawal**). If you make a HEART Act Withdrawal, you will be suspended from making certain contributions to the Plan for a period of 6 months. The HEART Act Withdrawal (to the extent taxable) will be subject to the 20% mandatory withholding and may be subject to a 10% penalty tax for early distributions.

AxleTech Disability Withdrawals

This withdrawal right only applies to Participants who previously participated in the AxleTech International 401(k) Plan. If you become disabled while you are employed, you may be entitled to an in-service withdrawal of the portion of your accounts attributable to your prior participation in the AxleTech International 401(k) Plan. The 10% penalty tax for early distributions would not apply but the distribution will be subject to 20% mandatory withholding.

DISTRIBUTIONS AFTER TERMINATION OF EMPLOYMENT

Initiating a Distribution from the Plan

To initiate a distribution of your account from the Plan after your termination of employment with Cummins and its affiliates, visit the Your Benefits Resources™ website or call the Cummins Retirement Benefits Service Center. You will receive information regarding your options and what you must do to commence benefits in a particular form.

Payment Options

All distributions from the Plan are made in cash, except that you may elect for the portion, if any, of your account invested in the Company Stock Fund to be distributed in-kind in the form of Cummins stock.

You must make an election to receive your distribution by one of the following methods:

- For an amount up to the total vested balance of your account to be distributed as a lump-sum payment;
- For your account to be distributed as a series of annual payments for a period of time not to exceed the lesser of:
  - 15 years; or
  - a period not extending beyond your life expectancy or the joint and last survivor expectancy of you and your Beneficiary;
- For your account to be distributed as a combination of a lump sum payment and a series of annual payments as described above.

If you elect for your account to be distributed in a series of annual payments, you may elect at any time to receive all or a portion of the remaining balance of your account as an immediate lump sum payment.

Automatic Payment of Small Balances

In certain circumstances, the Plan will automatically distribute your account.

- If, upon your termination of employment with Cummins and its affiliates or as of the end of any calendar month thereafter, the value of your account is less than or equal to $1,000, your account will be paid to you in a lump sum cash payment as soon as administratively practicable.
- If, upon your termination of employment with Cummins and its affiliates or as of the end of any calendar month thereafter, the value of your account exceeds $1,000, but does not exceed $5,000, and you do not make an affirmative election to receive a distribution of your account directly or to have such distribution transferred in a direct rollover (as further described below), your account will be paid in a direct rollover to an individual retirement account (**IRA**) designated by the Administrator for such purpose. (This rule does not apply to Participants who terminated employment prior to January 1, 2019.)
- If the value of your account exceeds $5,000, your account is distributed in the form that you elect as soon as administratively feasible after you make your election. The Plan will not automatically distribute your account in this circumstance.

Required Minimum Distributions

The Code requires that you begin receiving distributions from the Plan once per year, beginning no later than April 1 of the year following the year in which you reach your **RMD Age** or terminate employment, whichever is later. Subsequent required minimum distributions must be received by December 31 of each year. Therefore, if you elect to defer your initial distribution until April 1 of the year following the later of your attainment of your RMD Age or termination of employment, you will receive two payments in that year — one no later than April 1 (i.e., the one you deferred for the year of your attainment of RMD Age or termination of employment) and one no later than December 31 (i.e., the one required for the current year).

Your RMD Age is determined under the Code based on your birth date.

- If you were born before July 1, 1949, your RMD Age is age 70½,
- If you were born in July – December, 1949 or in 1950, your RMD Age is age 72,
- If you were born in 1951-1959, your RMD Age is age 73, and
- If you were born on or after January 1, 1960, your RMD Age is 75.

You must ensure that you receive required minimum distributions. The Code imposes up to a 25% excise tax on delayed minimum distributions and payment of this tax is your responsibility.

Tax Consequences of Distributions

Most distributions from the Plan are taxable to you, unless you elect to transfer the distribution to an Individual Retirement Account (**IRA**) or other eligible retirement plan as a tax-free rollover (as described below). Most distributions before age 59½ are subject to an additional 10% penalty tax for early distributions.

Unlike the treatment of before-tax contributions, if you meet certain conditions, qualified distributions of amounts attributable to your Roth contributions (including any investment earnings from such contributions) will not be subject to any income taxes upon withdrawal. Generally, for a Roth distribution to be qualified, five years must pass between your first Roth contribution to the Plan and the distribution, and the distribution must occur on or after (a) the date you attain age 59½, (b) your death, or (c) your disability. If you take a non-qualified distribution, any Roth earnings are subject to regular income tax plus a 10% penalty tax for early distributions if the distribution is made before you attain age 59½. A special rule may apply to your Roth rollover contributions.

Although both after-tax contributions and Roth contributions are included in income for federal and state income tax purposes in the year you contribute them the Plan, after-tax contributions do not grow tax-free, and your related investment earnings will be taxed upon distribution.

The rules governing the taxation of distributions from the Plan and tax-free rollovers can be complicated. You are encouraged to consult with a financial or tax advisor before requesting a distribution from the Plan. You can find more information about the tax treatment of Plan distributions in IRS Publication 575, Pension and Annuity Income, and IRS Publications 590-A and 590-B, regarding Individual Retirement Arrangements. These publications are available from your local IRS office, on the IRS website at www.irs.gov, or by calling 1-800-TAX-FORMS.

Example: Tax Consequences of Plan Distribution

Lou Sanchez elects to receive their account, which has a value of $10,000, as a lump sum payment. They do not elect to transfer the distribution to an IRA or other eligible retirement plan in a direct rollover. Lou will receive only $8,000, as $2,000 will be withheld by the Plan and paid to the IRS on Lou’s behalf toward their federal income taxes. The entire $10,000 will be included in Lou’s taxable income.

Distribution of Benefits after Your Death
If you die before your account is completely distributed, the remaining value of your account is distributed to your Beneficiary in a lump sum payment as soon as possible after your death unless your Beneficiary elects another form of payment available under the Plan.

Distributions That May Be Rolled Over
Most distributions from the Plan (other than hardship distributions and required minimum distributions) are eligible for tax-free rollover to an IRA or other eligible retirement plan that accepts rollovers. Amounts eligible for rollover are called “eligible rollover distributions.” Before you receive an eligible rollover distribution, the Plan provides you with a written explanation of the income tax consequences of the distribution and the rules relating to rollovers.

Charges or Discounts on Account of Distributions
If any charge or discount is incurred by the Trustee in connection with a distribution (including an in-service withdrawal) of your account, your account may be reduced by the amount of the charge or discount.

DESIGNATION OF BENEFICIARY

You may designate one or more Beneficiaries, including contingent Beneficiaries, to receive benefits that may become payable after your death. If you are married, your Beneficiary is automatically your spouse, unless you elect a different Beneficiary with your spouse's written consent.

Your spouse's consent must:

- acknowledge the effect of your election and the fact that they are waiving benefits;
- apply only to a specific Beneficiary designation, which may not be changed without your spouse's consent; and
- be witnessed by a notary public.

If you do not designate a Beneficiary, or no designated Beneficiary survives you, your benefits under the Plan are payable as follows:

- to your spouse or **Domestic Partner**, if living at the time of your death; or
- if no Beneficiary is then alive, to your estate.

You may revoke, amend or change your designation by filing a new Beneficiary designation, subject to the spousal consent requirements described above. If you become married after making a Beneficiary designation, your prior designation will no longer be effective.

Don't wait! Designate a Beneficiary Today!

Visit the Your Benefits Resources™ website or call the Cummins Retirement Benefits Service Center to designate a Beneficiary and ensure that your death benefits under the Plan are paid according to your wishes. Your designation should include a primary Beneficiary as well as your contingent Beneficiaries.

You must make a separate Beneficiary designation for this Plan and for other Cummins plans such as the Cummins Pension Plan.

Written notice to the Administrator of your marriage will be deemed to revoke any prior Beneficiary designation.

CLAIMS PROCEDURES

Filing a Claim

If you or your Beneficiary believes that the Plan has not provided a benefit to which you are entitled, you or your Beneficiary may file a written claim with the Administrator. The Administrator will review your claim and typically will inform you of its decision within 90 days. If the Administrator needs more time to consider your claim, the Administrator may extend the review period by up to 90 additional days, provided that it notifies you within the original 90-day period and describes why an extension is needed and when it expects to reach a decision.

Denial of Claim

If your claim is denied, in whole or in part, the Administrator will provide you with written notice of the denial, which:

- explains the reasons for the denial;
- refers to any Plan provisions on which the denial is based;
- describes additional material or information needed to perfect your claim, together with an explanation of why the material or information is necessary; and
- explains the Plan's procedures for reviewing claims.

Review of Denied Claims

If the Administrator denies your claim, you may file an appeal with the Administrator within 60 days of receiving written notice of the denial. If you do not file an appeal within this period, the Administrator's original denial will be final.

As part of your appeal, you or your authorized representative may review any Plan documents relevant to your claim and may submit written issues and comments in support of your appeal. The Administrator will provide you or your authorized representative, upon request and free of charge, reasonable access to and copies of documents relevant to your claim.

Notice of Decision on Appeal

If you file a timely appeal, the Administrator will typically inform you of its decision on your appeal within 60 days. If the Administrator needs more time to consider your appeal, the Administrator may extend the decision period by up to 60 additional days, provided that it notifies you within the original 60-day period and describes why an extension is needed and when it expects to reach a decision.

If the Administrator denies your appeal, the Administrator will provide you written notice stating the reasons for the denial and any relevant Plan provisions on which the denial is based. The notice will also inform you that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim. Finally, the Administrator's notice will inform you of your rights to bring an action under section 502(a) of ERISA. Subject to your right to bring an action under ERISA, the Administrator's decision on your appeal will be final.

Right to Sue under ERISA

If you disagree with the Administrator's decision on your appeal, and you have exhausted the Plan's administrative claims procedures, you have the right to bring a civil action in a court of law under section 502(a) of ERISA. The Plan provides that you generally have one year from the date of receiving a final decision by the Administrator in which to commence such an action. No other legal or equitable action involving the Plan may be commenced later than two years after the time you know, or had reason to know, of the circumstances giving rise to the action.

To the extent not preempted by federal law, the Plan is governed by the laws of the State of Indiana, and any lawsuit or other action arising under the Plan exclusively shall be in the Southern District of Indiana.

OTHER IMPORTANT INFORMATION

Amendment and Termination of the Plan

Cummins has the right, in its discretion, to amend or terminate the Plan at any time. The Plan will continue until such time as it is terminated. No change will decrease vested benefits that you have already earned, except as may be required by the IRS for its continuing approval of the Plan. Funds already contributed to the Plan cannot be diverted for any purpose other than the exclusive benefit of Participants and their Beneficiaries or to pay reasonable and necessary Plan expenses.

Non-Assignment of Benefits and Domestic Relations Orders

Non-Assignment of Benefits

For your protection, you cannot assign your benefits under the Plan to anyone else. Except as permitted by law in limited circumstances, your benefits cannot be seized to pay your debts or satisfy other obligations you may have. However, a court may order payment of part or all of your benefits under the Plan pursuant to a Qualified Domestic Relations Order, and such payments will reduce your benefits under the Plan as described in more detail below. Under limited circumstances, as permitted by law, the Plan provides that your account may be reduced to satisfy your liability to the Plan due to (i) your conviction of a crime involving the Plan, (ii) a judgment, consent order, or decree in an action for violation of fiduciary standards, or (iii) certain settlement agreements.

Domestic Relations Orders

A court or tribal government may issue a Qualified Domestic Relations Order requiring that part or all of your account be paid to others, such as your former spouse (as part of the division of marital property) or your children (as child support payments). The Plan will comply with any such order, provided the order satisfies applicable legal requirements. You may obtain a copy of the Plan's procedures for determining whether a domestic relations order is a Qualified Domestic Relations Order, without charge, by calling the Cummins Retirement Benefits Service Center.

If the Plan receives a Qualified Domestic Relations Order relating to your account, it will notify you and the individual claiming a portion of your account of (i) its receipt of the order and (ii) its procedures for determining whether the order is a Qualified Domestic Relations Order.

An administrative charge of $400 will be deducted automatically from your account for processing any purported Qualified Domestic Relations Order related to your account.

Plan Benefits Not Insured by PBGC

The Administrator is required to tell you that the Pension Benefit Guaranty Corporation (**PBGC**) does not insure benefits under the Plan. This is because the Plan is a defined contribution plan with separate accounts for each Participant. This means that your benefit is fully funded at all times with periodic contributions made to your account (although the value of your account may change from time to time due to investment earnings or losses). The PBGC does not insure the funding of this type of benefit.

Trust Fund

All contributions under the Plan are held and invested in a **Trust**, the assets of which are protected from Cummins' creditors. Your Plan benefits will be paid from the Trust.

The Role of the Administrator
The Cummins Benefits Policy Committee serves as the Administrator of the Plan. The committee and any persons to whom it has delegated administrative duties may use their discretion to the maximum extent permitted by law in performing their duties.

The Administrator has full, discretionary authority to:

- operate and administer the Plan;
- determine eligibility for Plan benefits;
- direct the Trustee to make payments from the Trust fund to Participants and Beneficiaries;
- interpret and apply Plan provisions, resolve any ambiguities, inconsistencies, and/or omissions; and
- take any other action necessary or proper to carry out its responsibilities under the Plan document or ERISA.

Benefits under the Plan are paid only if the Administrator decides, in its sole discretion, that the recipient is entitled to such benefits.

Special Provisions Regarding Veterans
You may be entitled to reemployment and other rights under USERRA after a period of Qualified Military Service, including certain contributions and service credits under the Plan.

To be eligible for USERRA rights and benefits, before leaving for Qualified Military Service, you are generally required to give your Employer advance notice. When you return, you must timely submit an application for reemployment with your Employer and request information regarding your reemployment rights. Time limits for returning to work will depend on the length of time of your Qualified Military Service. You should contact the Administrator to receive additional information regarding your rights under the Plan in the case of a leave protected by USERRA.

Right of Recovery
If the Trustee makes a payment that, according to the terms of the Plan, should not have been made, the Trustee may recover that incorrect payment. If an incorrect payment is made directly to you, the Trustee may deduct it when making future payments directly to you.

Limitation of Rights and Obligations
The Plan does not constitute a contract between Cummins, any other Employer or affiliate of Cummins and any employee, and it is not a condition of employment. Nothing in the Plan gives you the right to be retained in the service of, or prevents you from terminating your employment with, Cummins, any other Employer or affiliate of Cummins.

Cybersecurity

You can reduce the risk of fraud and loss to your retirement account by following basic rules. These best practices may help you protect your sensitive information:

On your computer:

- Keep your operating system and all your applications up to date (use auto-update when possible).
- Use a good antivirus package, and update and scan for viruses regularly.

On the Internet:

- Be wary of phishing scams. Don’t click links in emails that seem suspicious or were sent from someone you don’t know. A phishing message may look like it comes from a trusted person or organization to lure you to click on a dangerous link or pass along confidential information.
- Avoid storing passwords on your hard drive or using “remember me” features in browsers or applications.
- Avoid reusing passwords across different sites or applications.
- Avoid storing usernames, passwords, or other sensitive data in your email.
- Use multi-factor authentication (also called two-factor authentication) to require a second credential to verify your identity (for example, entering a code sent in real time by text message or email).
- Be wary of public wireless networks – including those available at airports, hotels, and coffee shops. Public wireless networks and free Wi-Fi pose security risks that may give criminals access to your personal information.

On social media:

- Use caution about what you share on social media. Identity thieves continually search social media for dates and locations of births, maiden names, vacation details, phone numbers, and more.

Receipt and Release

Any payment payable to you will be in full satisfaction of your claim for such benefit. The Trustee or Administrator may condition such payment upon your delivery of a signed receipt and release.

PARTICIPANT RIGHTS AND PROTECTIONS UNDER ERISA

ERISA provides that all Plan Participants will be entitled to:

- Examine, without charge, at the Administrator's office and at other specified locations, such as work sites and union halls, all Plan documents, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- Obtain copies of all Plan documents, including collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and the updated summary plan description, upon written request to the Administrator (the Administrator may make a reasonable charge for copies);
- Receive a summary of the Plan's annual financial report (the Administrator is required by law to furnish each Participant with a copy of this summary annual report);
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan. This statement must be requested in writing and is not required to be given more than once per year. The Plan must provide the statement free of charge; and
- Receive quarterly statements of your account balance under the Plan in accordance with applicable law.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Participants and Beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim (within certain time limits) and the right to obtain documents relating to the decision (without charge).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan that the Plan is required by law to provide, and you do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, before you file suit, you must first comply with the claims procedures described in this SPD (see page 20). If you do not follow these claims procedures, you will have no right of appeal and no right to file a lawsuit for Plan benefits, and any denial of a claim for benefits will become final and binding. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court, provided that you have first gone through the Plan's claims procedures.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should visit the Your Benefits Resources™ website or contact the Cummins Retirement Benefits Service Center. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A
DEFINED TERMS

"**Administrator**" or "**BPC**" means the Cummins Benefits Policy Committee. To the extent that the committee has delegated any of its responsibilities as Administrator to any other person, that person will be treated as the Administrator with respect to the delegated responsibility.

"**Annual 401(k) Deferral Limit**" is the statutory limit on before-tax and/or Roth contributions that a Participant may make to all qualified retirement plans for a calendar year.

"**Beneficiary**" is the person entitled to receive the portion of your account remaining after your death.

"**Catch-Up Contribution Limit**" is the statutory limit on catch-up contributions that a Participant may make to all qualified retirements plans for a calendar year.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Company**" or "**Cummins**" means Cummins Inc. or any successor thereto.

"**Company Stock Fund**" means the investment option under the Plan that invests primarily in Cummins stock.

"**Domestic Partner**" means, a person of the same or opposite sex: (a) with whom the Participant has a single, dedicated relationship and has shared the same permanent residence for at least six (6) months, (b) who is not married to the Participant or to another person and is not part of another domestic partner relationship and is at least age 18, (c) who, with the Participant, is mutually responsible for the other's welfare, (d) who, with the Participant, intends for their relationship to be permanent, (e) who is not so closely related to the Participant as to preclude marriage under state law, and (f) for whom there is an affirmation of domestic partnership, in such form as Cummins may require, on file with the Administrator.

"**Eligible Compensation Limit**" is the statutory limit on the amount of Plan Compensation that may be considered for qualified plan purposes.

"**Eligible Employee**" means a common law employee of an Employer (except for a non-resident alien who receives no United States income from Cummins or its affiliates) (1) whose terms and conditions of employment are not covered by a collective bargaining agreement or are covered by a collective bargaining agreement that provides for their participation in the Plan, (2) who is a citizen or legal permanent resident of the United States or has been authorized to work in the United States and (3) who is not an Excluded Employee.

"**Employer**" means Cummins and each affiliate of Cummins that adopted the Plan either with respect to all Employees or a particular group of Employees and any successor entity that adopts the Plan. If any such entity withdraws from participation in the Plan or terminates its participation in the Plan, then such will cease to be an Employer.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ESOP**" means an employee stock ownership plan as defined in section 4975(e)(7) of the Code.

"**Excluded Employee**" means any Employee:

- actively participating in the Cummins Retirement and Savings Plan for Certain Collectively Bargained Employees or any other defined contribution plan of an Employer or an affiliate;
- covered by a home country retirement plan of Cummins or a subsidiary;
- on expatriate assignment in the United States that began after December 31, 2011 (unless they were participating in a Cummins-sponsored plan in his or her home country immediately before transferring to the United States and are legally barred from continued participation in that plan);
- performing services for the Employer or an affiliate as other than an Employee, regardless of whether such person is later determined to be a common law employee of the Employer or an affiliate;

- not paid through the Employer's United States payroll;
- employed by an Employer as a student intern or on another basis that excludes them from participation in any retirement plan of Cummins or an affiliate; or
- a nonresident alien that receives no earned income (within the meaning of section 911(d)(2) of the Code) from an affiliate that constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code).

"**FEMA**" means the United States Federal Emergency Management Agency.

"**FICA**" means taxes under the Federal Insurance Contributions Act, which includes taxes for Social Security and Medicare under section 3121(a) of the Code.

"**Highly Compensated Employee**" or "**HCE**" means, with respect to a Plan Year, an employee to whom Cummins and/or one or more affiliates paid compensation of more than a specified amount during the preceding Plan Year. For determining whether a person is a Highly Compensated Employee in 2024, the specified amount earned in 2023 is $150,000. The specified amount is adjusted from time to time, as provided in the Code.

"**IRA**" means an Individual Retirement Account.

"**IRS**" means the United States Internal Revenue Service.

"**Participant**" means an Eligible Employee or former Eligible Employee who is, or may become, eligible to receive a benefit from the Plan.

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**Plan**" means the Cummins Retirement and Savings Plan, as in effect July 1, 2024 and amended from time to time.

"**Plan Compensation**" means, with respect to a Participant for a Plan Year, the compensation, if any, paid by an Employer to the Participant, including regular pay, sick pay, variable pay, overtime pay, commissions, holiday pay, vacation pay, shift premium, short-term disability pay, pay for responsibility and six sigma bonuses but not sign-on bonuses, invention awards, pay on leave of absence, relocation pay, deferred compensation, retention bonuses, or severance pay, to extent included in your taxable income for the Plan Year, increased by any amount excluded from the preceding types of pay on account of a salary reduction election pursuant to section 125, 132(f)(4) or 401(k) of the Code. Plan Compensation is subject to the Eligible Compensation Limit.

"**Plan Year**" means the calendar year.

"**Primary Beneficiary**" means your spouse, your children, your dependents, or any individual who is named as your Beneficiary and who has an unconditional right to all or a portion of your account after your death.

"**Qualified Domestic Relations Order**" or "**QDRO**" means a domestic relations order meeting requirements specified in the Code that requires the payment of all or a portion of your Plan benefits to others, such as your former spouse (as part of the division of marital property) or your children (as child support payments), thereby reducing the benefits payable to you under the Plan.

"**Qualified Military Service**" means any service in the "uniformed services" (as defined in 38 U.S.C. § 4303) by an individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

"**RMD Age**" means the Required Minimum Distribution Age.

"**SPD**" means this Summary Plan Description.

"**Trust**" means a trust created by agreement between Cummins and the Trustee, as from time to time amended.

"**Trustee**" means the trustee designated by Cummins, or any successor trustee or, if there is more than one trustee acting at any time, all of such trustees collectively.

“**USERRA**” means the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

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Cummins Retirement and Savings Plan

Locations: 110, 111, 115, 121, 122, 131, 132, 134, 135, 137, 139, 190, 200, 220, 240, 250, 260, 291, 300, 301, 390, 400, 500, 550, 551, 552, 554, 600, 610, 620, 621, 631, 632, 640, 650, 652, 660, 661, 662, 700, 721, 722, 810, 815, 821, 822, 823, 824, 825, 826, 830, 831, 837, 841, 842, 843, 844, 847, 848, 849, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 866, 867, 868, 869, 870, 871, 874, 876, 877, 878, 879, 880, 881, 882, 883, 884, 887, 888, 890, 891, 892, 893, 894, 895, 896, 897, 900, 950, 951, 952