



Cummins Retirement and Savings Plan (RSP)

SUMMARY PLAN DESCRIPTION

Issued January 2019

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 January 1, 2019.

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, 2017;
- The Plan's Annual Report on Form 11-K for the fiscal year ended December 31, 2017;
- The Company's Quarterly Reports on Form 10-Q for the quarters ended April 1, 2018, July 1, 2018, and October 1, 2018;
- The Company's Current Reports on Form 8-K filed on May 9, 2018, July 11, 2018, August 24, 2018, September 6, 2018, October 9, 2018 and November 7, 2018; and
- The description of the Common Stock, par value \$2.50 per share, contained in Item 1 of our Registration Statement on Form 8-A dated January 8, 1987 and the amendments thereto on Form 8-K dated July 13, 1990 and on Form 8-A dated December 22, 1988, August 24, 1989, November 7, 1990, November 1, 1993, January 12, 1994, and July 15, 1996, respectively, and any other amendments or reports subsequently filed for the purpose of updating such description.

You may request a copy of these filings by writing Mark J. Sifferlen, Vice President – Ethics and Compliance and Corporate Secretary 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 Cummins Benefits Policy Committee at Post Office Box 3005, Columbus, IN 47202-3005, Mail Code: 60803 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

JANUARY 1, 2019

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

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INTRODUCTION

This summary plan description (the “*summary*”) describes the principal provisions of the Cummins Retirement and Savings Plan (the “*Plan*”) in effect as of January 1, 2019. *Cummins* maintains the *Plan* for the benefit of its *eligible employees* and the *eligible employees* of certain other affiliated *Employers* that have adopted the *Plan*.

The *Plan* is a profit sharing plan with a 401(k) component that is intended to meet the requirements of section 401(a) of the *Code*. In addition, the *company stock fund* that is maintained as an investment option under the *Plan* constitutes an employee stock ownership plan (an “*ESOP*”). The *Plan* is subject to the requirements of *ERISA*, a federal law that gives retirement plan participants certain rights and protections. (See “Participant Rights and Protections under ERISA.”)

Although we have tried to keep this *summary* as simple as possible, the rules that apply to the *Plan* are complicated and this *summary* does not describe every circumstance that might occur under the *Plan*. If you have questions after reading through this *summary*, access *Your Benefits Resources™* online or call the Cummins Retirement Benefits Service Center using the information listed below. In the event of any conflict between any statement in this *summary* and the official *Plan* document, the official *Plan* document will govern. You may review or, if you pay reasonable copying costs, obtain a copy of the official *Plan* document by writing to the *administrator* at the address listed in the “General Information” section of this *summary*.

Your Benefits Resources™

Access the *Your Benefits Resources™* website (www.yourbenefitsresources.com/cummins) 24 hours a day, seven days a week:

- review personalized information about your *Plan* benefits;
- manage your investment elections;
- complete other *Plan* transactions; and
- explore the tools and resources available to help you stay connected to your *Plan*.

Cummins Retirement Benefits Service Center

Call the Cummins Retirement Benefits Service Center toll-free at 1-800 682-8788 (outside the United States, Puerto Rico and Canada, call 1-847-883-2076 (this is a toll call)):

- use the automated system to complete *Plan* transactions; and
- speak to a customer service associate to answer questions or complete transactions.

Generally, customer service associates are available from 7 a.m. to 6 p.m. Monday – Friday (Central Time).

PLAN HIGHLIGHTS

Plan Feature	Highlights
Applicability	This <i>summary</i> generally applies to <i>participants</i> in the Cummins Retirement and Savings Plan.
Automatic Contribution	You will be deemed to have elected to contribute 6% of your <i>plan compensation</i> as a before-tax contribution unless within 60 days of becoming an <i>eligible employee</i> , you (1) elect to contribute a different amount or (2) affirmatively elect not to contribute to the <i>Plan</i> .
Plan Compensation	For purposes of determining your contributions under the <i>Plan</i> , <i>plan compensation</i> generally means 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 bonus but not sign-on bonuses, invention awards, pay on leave of absence, relocation pay, deferred compensation, retention bonuses, or severance pay.
Before-Tax Matching Contribution	Your <i>Employer</i> will match your before-tax contributions in an amount equal to 100% of your before-tax contributions for the <i>plan year</i> up to 1% of your <i>plan compensation</i> , plus 50% of your before-tax contributions on the next 5% of your <i>plan compensation</i> .
Retiree Medical Contribution	<p>Generally, you will be eligible for an annual \$500 retiree medical contribution if, at the end of the <i>plan year</i>, you (1) are a <i>covered participant</i>, and (2) have been employed by your <i>Employer</i> for at least 2½ years.</p> <p>Certain <i>participants</i> 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 retiree medical contributions.</p>
Vesting	You are always 100% vested in your <i>account</i> .

DEFINED TERMS

This *summary* contains defined terms that have special meanings. It's best to know what these terms mean to understand this *summary*. Whenever we use a defined term, it is printed in bold italicized print (for example, *summary*). The meanings of defined terms are found in Appendix A, which begins on page 22.

ELIGIBILITY AND PARTICIPATION

Who is Eligible

Generally, you are eligible to participate in the *Plan* if you are an *eligible employee*.

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

You cease to be a *participant* at the time your entire *account* under the *Plan* has been distributed. However, you may no longer make contributions to the *Plan* once you cease to be an *eligible employee*.

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

If your employment status changes so that you are no longer an *eligible employee*, but you are still an *employee*, you may no longer make contributions to the *Plan*. If you again become an *eligible employee*, you may resume making contributions and sharing in *Cummins'* contributions.

TYPES OF CONTRIBUTIONS AVAILABLE UNDER THE PLAN

This section provides an overview of contributions that you may make to the *Plan* or that your *Employer* may make to the *Plan* on your behalf. You may want to consult with an accountant or financial advisor to determine the impact of making contributions to the *Plan* on your personal situation.

Before-Tax Contributions

As an *eligible employee*, you may elect to have a specified whole percentage of your *plan compensation* withheld from your pay each pay period and contributed to the *Plan* as a before-tax contribution. You may elect to make before-tax contributions that range from 1% to 50% of your *plan compensation* for the year. You can change your rate of deferral or stop your contributions at any time by visiting the *Your Benefits Resources*TM website or calling the Cummins Retirement Benefits Service Center. Your election is generally implemented within two pay periods.

Benefits of Before-Tax Contributions...

Janice Jones' *plan compensation* for a year is \$50,000. Her marginal federal income tax rate is 25%, and her marginal state income tax rate is 3.4%. Janice elects to contribute 10% of her *plan compensation* (or \$5,000) to the *Plan* on a before-tax basis. By doing so, Janice reduces her federal and state taxes by \$1,420. She may use this amount for further savings or other expenses. Janice also receives matching contributions on a portion of her before-tax contributions, which further increases her retirement savings.

When you make before-tax contributions to the **Plan**, you save toward your future and receive significant tax advantages, including:

- **Lower current taxable income**—In general, your before-tax contributions are excluded from income for federal and state income tax purposes, giving you an immediate tax benefit. (Contributions are included in your wages for Social Security and Medicare tax purposes.)
- **Tax-deferred growth**—Your savings and related investment earnings are not taxed until they are distributed to you.

Tax law imposes certain limits and restrictions on before-tax contributions. There are, for example, restrictions placed on in-service withdrawals of before-tax contributions and related earnings. This means that, except in limited circumstances, you will not have access to your before-tax contributions and related earnings until you **terminate employment** with **Cummins**.

In addition, you are not permitted to make before-tax contributions in excess of the annual before-tax 401(k) deferral limit under the **Code** (\$19,000 for 2019), which is adjusted periodically by the Internal Revenue Service (the “**IRS**”) to reflect increases in the cost of living. For more information about the 401(k) deferral limit and other limits that may apply, see “Limitations on Total Contributions.”

After-Tax Contributions

As an **eligible employee**, you may also elect to have a specified whole percentage of your **plan compensation** withheld from your pay each pay period and contributed to your **account** as an after-tax contribution. In addition, and to the extent that you have not yet exceeded applicable annual contribution limits, each year **Cummins** opens a limited window during which you may make a lump sum after-tax contribution to the **Plan**. You may make this contribution by sending a payment to the **Plan** record-keeper, per **Plan** administration rules. 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 the dates of the window during which you may make this contribution.

Unlike before-tax contributions, all or a portion of your after-tax contributions and any earnings thereon may be withdrawn from the **Plan** while you are still employed with **Cummins**. However, the amount of your after-tax contributions is limited. Specifically, the sum of your before-tax 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.

You can change your rate of deferral or stop your contributions at any time by visiting the *Your Benefits Resources*[™] website or calling the Cummins Retirement Benefits Service Center. Your election is generally implemented within two pay periods.

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 your 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. However, if you are rolling over a Roth 401(k) account, the rollover must be a direct trustee to **trustee** rollover.

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 before-tax contributions for the **plan year** up to 1% of your **plan compensation**, plus 50% of your before-tax 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).

Benefits of Matching Contributions...

As described above, Janice Jones' **plan compensation** for a year is \$50,000 and she elects to contribute 10% of her **plan compensation** (or \$5,000) to the **Plan** on a before-tax basis. By doing so, Janice receives matching contributions of \$1,750 (100% of her before-tax contributions up to 1% of **plan compensation** plus 50% of her before-tax contributions up to the next 5% of her **plan compensation**).

All matching contributions are subject to applicable legal limits. (See "Limitations on Total Contributions.")

Retiree Medical Contributions

Your **Employer** may make an additional \$500 contribution to the **Plan** on your behalf each year. For historical reasons, this contribution is called a retiree medical contribution, but you are not limited in the way that you may use the contribution. Generally, in order to be eligible for the retiree medical contribution for a **plan year**, as of the last day of the **plan year**:

- you must be a **covered participant**; and
- at least 2½ years must have elapsed since the date on which you were first an **employee**.

Certain **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 retiree medical contributions.

Catch-Up Contributions

If you are an **eligible employee**, you may begin making catch-up contributions during the **plan year** in which you turn age 50. Catch-up contributions are before-tax contributions that are made in addition to any regular before-tax contributions permitted for the year. Your elected catch-up contributions are not subject to the annual 401(k) deferral limit on regular before-tax contributions and other types of contribution limits. They are subject to a separate annual limit (\$6,000 for 2019), which is adjusted periodically by the **IRS** to reflect increases in the cost of living.

The federal income tax consequences of making catch-up contributions are generally the same as those for making regular before-tax contributions. Catch-up contributions reduce your taxable income for federal income tax purposes but not for Social Security and Medicare tax purposes. In most states, catch-up contributions have the same state tax consequences as regular before-tax contributions.

Make-Up Contributions Following 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 both before-tax 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**. In addition, if you die or become permanently disabled while on leave of absence for **qualified military service**, you will be entitled to 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**.

AUTOMATIC CONTRIBUTION ARRANGEMENT

To make saving easier, the *Plan* has an automatic contribution arrangement. Under this arrangement, if you do not (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 are deemed to have elected to contribute 6% of your *plan compensation* as a before-tax contribution.

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 shall be forfeited. After your withdrawal you will be deemed to have elected not to make before-tax contributions until you make a new election. Withdrawn automatic contribution amounts are subject to ordinary income taxes, but they are not subject to the additional 10% tax that applies to most distributions before age 59½. (See “Tax Consequences of Distributions.”)

ACCOUNTS

All contributions are allocated to a bookkeeping *account* in your name. Your *account* may be comprised of *sub-accounts* which correspond to the type of contribution made on your behalf. The *sub-accounts* maintained in your name depend on several factors including, but not limited to, the types of contributions you choose to make, whether you participated in the *Plan* at a time when other types of contributions were made and whether you previously participated in another plan whose obligations have been assumed by the *Plan*. The value of your *account* equals 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.

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:

- a 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);
- if you take out a loan, a \$100 loan initiation fee is charged against the loan amount; and
- if someone obtains a *qualified domestic relations order* against 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 of your *account* if you *terminate employment*.

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*. These legal 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 can contribute on a before-tax basis to all qualified retirement plans in a calendar year. For 2019, the limit is \$19,000 (excluding catch-up contributions). This amount is adjusted periodically by the *IRS* to reflect increases in the cost of living. If you elect before-tax contributions to the *Plan* that will exceed the limit, *Cummins* will reduce your contributions. The annual 401(k) deferral limit applies, in the aggregate, across all qualified retirement plans. As a result, your before-tax contributions to the *Plan*, when aggregated with any before-tax or Roth 401(k) after-tax contributions to other 401(k) plans, cannot exceed the annual 401(k) deferral limit. If you contribute, in the aggregate, more than the annual 401(k) deferral limit in a calendar year, you are entitled to make a written request to the *administrator* for a distribution of the excess contributions from the *Plan* by the March 1 following the calendar year in which the contributions were made. The distribution of the excess amount will generally occur by the April 15 following the calendar year during which the contributions were made. Matching contributions attributable to excess contributions that are distributed are forfeited.

Eligible Compensation Limit

The *Code* places a cap on the amount of *plan compensation* that can be considered for qualified plan purposes, such as the amount of *plan compensation* eligible to be considered in connection with matching contributions. For the 2019 *plan year*, the limit is \$280,000. 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 can be credited to your *account* under the *Plan* (and any other qualified *Cummins* plan) for the *plan year* is limited to the lesser of 100% of your compensation or \$56,000 (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.

An example of the annual 401(k) deferral limit...

Janice Jones begins the year as an employee of ABC Company and contributes \$10,000 to the ABC Company Retirement Plan. In July, Janice leaves ABC Company and is hired by *Cummins*, thus becoming an *eligible employee*. Janice elects to contribute \$10,000 to the *Plan* for the remainder of the *plan year*. Janice's aggregate qualified retirement plan contributions for the year equal \$20,000, which exceeds the annual deferral limit for 2019. In addition, because the excess deferral was made in part to a plan other than the *Plan*, Janice must notify the *administrator* of the excess deferral by March 1, 2020 in order to receive a \$1,000 refund.

If Janice does not request a refund by the March 1, 2020 deadline, the \$1,000 excess deferral will be included in her 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 funds among a variety of available options. These options allow 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 selected funds will always increase in value. By selecting particular 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 options 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 options 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.”)

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 is the Vanguard Target Retirement Fund with the date that most closely corresponds to a ***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 calling the Cummins Retirement Benefits Service Center or visiting ***Your Benefits Resources***TM.

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 calling the Cummins Retirement Benefits Service Center or by accessing ***Your Benefits Resources***TM. 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 of 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 of 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 can 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 an effective strategy to 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 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* as defined in section 4975(e)(7) of the *Code*. If you invest any portion of your *account* in the *company stock fund*, you have certain rights as described below under “Voting of Cummins Stock,” “Tender Offers” and “Distribution of Dividends on Cummins Stock.”

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 (the “*Cummins* 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* be 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 can withdraw amounts from the *company stock fund* in cash or in stock. 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 your 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

Although the *Plan* is designed to help you save for the future, *Cummins* recognizes that you might need access to your savings before you retire. The *Plan* has loan and withdrawal features that give you access to your money when you need it. Special rules apply to loans and withdrawals as detailed on the following pages. For more information regarding loans and withdrawals, contact the Cummins Retirement Benefits Service Center.

Plan Loans

You may apply for a loan from the *Plan* before you *terminate employment*. To apply for a loan, you should call the Cummins Retirement Benefits Service Center or visit *Your Benefits ResourcesTM*. 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 fifteenth 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 **terminate employment** with an outstanding loan 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, or money order.

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 **qualified domestic relations order**, 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 loan 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% excise tax 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**. 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, matching contributions

and/or retiree medical contributions, in each case, as applicable. However, amounts attributable to matching contributions and retiree medical contributions cannot be withdrawn during the 24-month period following the date they are first allocated to your **account**. You can request a non-hardship in-service withdrawal before age 59½ 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. You can request a non-hardship in-service withdrawal after age 59½ online by visiting *Your Benefits Resources™* or by calling the Cummins Retirement Benefits Service Center.

Hardship Withdrawals

You may be eligible for a hardship withdrawal from your before-tax 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 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 or your dependents;
 - ✓ To pay for medical expenses that are incurred by you, your **spouse** or your dependents 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);
 - ✓ To purchase 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 burial or funeral expenses for your deceased parent, **spouse**, children or dependents;
 - ✓ To pay certain expenses to repair damage to your principal residence caused by natural disaster or other casualty; or
 - ✓ For any other reason deemed acceptable by the **IRS**.

The minimum hardship withdrawal available under the **Plan** is \$250 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. If you take a hardship withdrawal, you will be suspended from making before-tax contributions, after-tax contributions and any elective or employee contributions under any other plan maintained by **Cummins** or an **affiliate** for at least 6 months (except for employee contributions under a health or welfare benefit plan, including one that is part of a cafeteria plan under section 125 of the **Code**).

You can request an in-service hardship withdrawal online by visiting *Your Benefits Resources™* 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 as soon as administratively feasible. Please contact your 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. Hardship withdrawals are not eligible for tax-free rollover treatment, although other in-service withdrawals may be eligible for such treatment.

Military Leave Withdrawals

If you are on active duty in the uniformed services for more than 30 days, you may withdraw all or a portion of your *account* attributable to before-tax contributions (including earnings thereon).

PAYMENT OF YOUR ACCOUNT BALANCE

Distribution of Benefits after Your Termination of Employment

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

- If, upon *termination of employment* 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 *termination of employment* 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 plan 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.

If you are receiving long-term *disability* benefits, you may be eligible to receive a distribution of your *account*.

The *Code* requires that you begin receiving distributions from the *Plan* once a year, beginning no later than April 1 of the year following the year in which you reach age 70½ 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 *termination of employment* or attainment of age 70½, 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 *termination of employment* or attainment of age 70½) and one no later than December 31 (i.e., the one required for the current year).

You must ensure that you receive required minimum distributions. The *Code* imposes a 50% excise tax on delayed minimum distributions and payment of this tax is your responsibility. If you have questions about required minimum distributions, call the Cummins Retirement Benefits Service Center.

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 the form of *Cummins* stock.

Your **account** is distributed as a single lump sum payment, unless you elect annual installments over 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**.

If you elect installment payments, you may later elect to receive the balance of your **account** as an immediate lump sum payment.

Benefit Elections

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

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 (often referred to as an “**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% early distribution penalty tax.

The rules governing the taxation of distributions from the **Plan** and tax-free rollovers can be complicated. Therefore, we encourage you 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.

An example of the tax consequences of plan distributions...

José Sanchez elects to receive his **account**, which has a value of \$10,000, as a lump sum payment. He does not elect to transfer the distribution to an **IRA** or other eligible retirement plan in a direct rollover. José will receive only \$8,000, and \$2,000 will be withheld by the **Plan** and paid to the **IRS** on José’s behalf toward his federal income taxes. The entire \$10,000 will be included in Jose’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 Can Be Rolled Over

Most distributions from the **Plan** (other than hardship 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 he or she is 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.

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.

Don't wait!

Designate a beneficiary today!

Access *Your Benefits Resources™* online 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 contingent *beneficiaries* as well as your primary *beneficiary*.

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

Remember that your existing *beneficiary* designation will no longer be effective if you later become *married*.

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 written notice to you stating the reasons for the denial and any relevant *Plan* provisions on which the denial is based. The *administrator's* 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 administrative claims procedures described in this section, 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.

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 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 governing domestic relations procedures 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 (the "*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.

MISCELLANEOUS PROVISIONS

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* or any *affiliate* 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* or any *affiliate*.

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.

GENERAL INFORMATION

Plan Name

Cummins Retirement and Savings Plan

Sponsor/Employer

Cummins Inc.
500 Jackson Street
Columbus, IN 47201
Attention: Benefits Policy Committee
Mail Code: 60128
(812) 377-5000

Sponsor's Employer Identification Number

35-0257090

Plan Number Assigned by the Plan Sponsor

020

Type of Plan

ERISA section 404(c) 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 *ESOP*.

Plan Administrator

Cummins Benefits Policy Committee
Post Office Box 3005
Columbus, IN 47202-3005
Mail Code: 60803
(800) 682-8788

Plan Recordkeeper

Cummins Retirement Benefits Service Center
P.O. Box 661075
Dallas, TX 75266-1075
(800) 682-8788

Trustee

State Street Bank and Trust Company
1 Lincoln Street
Boston, MA 02111

Plan Year

The *plan year* is the 12-consecutive month period beginning on January 1 and ending on December 31.

Agent for Service of Legal Process

Office of General Counsel
Cummins Inc.
Box 3005
Columbus, IN 47202-3005

Service of legal process may be made upon the *administrator*.

Source of Financing for the Plan

Employee and employer contributions.

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 a 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 *summary* (see page 15). 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 contact the Cummins Retirement Benefits Service Center or visit the *Your Benefits Resources*TM website. 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

“*account*” means the separate bookkeeping *account* or *accounts* maintained in your name to reflect the amount of contributions made by you and on your behalf to the *Plan* and corresponding earnings and losses thereto. Where context permits, “*account*” also refers to the value of the *account*.

“*administrator*” 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.

“*affiliate*” means an *Employer* that must be combined with *Cummins* for purposes of applying the federal tax rules applicable to retirement plans.

“*beneficiary*” is the person entitled to receive the portion of your *account* remaining after your death.

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

“*company stock fund*” means the investment option under the *Plan* that invests primarily in *Cummins* stock.

“*covered participant*” means, with respect to the retiree medical contribution, a *participant* who (i) is an *eligible employee* on the last day of the *plan year*, (ii) during the *plan year* and while an *eligible employee* experienced a qualifying *termination of employment* (including, but not limited to *retirement* or death) or (iii) ceased to be an *eligible employee* during the *plan year* but remained an *employee*.

“*Cummins*” means Cummins Inc. or any successor thereto.

“*disability*” means a physical or mental condition that qualifies you to receive disability benefits under the *Cummins* long-term disability plan.

“*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 or part of another domestic partner relationship and is at least age eighteen (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 the Company may require, on file with the *administrator*.

“*eligible employee*” means an *employee* of an *Employer* (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 his or her 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*.

“*employee*” means a common law employee of an *Employer* except for a nonresident alien who receives no United States income from *Cummins* or an *affiliate*.

“*Employer*” means *Cummins* and each *affiliate* that adopted the *Plan* either with respect to all *employees* or a particular group of *employees* of such *affiliate* 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 “employee stock ownership plan” and refers to that portion of the *Plan* invested in the *company stock fund* and designated as an *ESOP* within the meaning of section 4975(e) 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 *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 he or she was participating in a *Cummins*-sponsored plan in his or her home country immediately before transferring to the United States and is legally barred from continued participation in that plan);
- performing services for the *Employer* or *affiliate* as other than an *employee*, regardless of whether such person is later determined to be a common law employee of the *Employer* or *affiliate*;
- not paid through the *Employer’s* United States payroll;
- employed by an *Employer* as a student intern or on another basis that excludes him or her 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*).

“*highly compensated employee*” 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 2019, the specified amount earned in 2018 is \$125,000. 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.

“*married*” means lawfully married under the laws of the state or foreign jurisdiction in which an individual was married, without regard to the laws of the state where the individual is domiciled.

“*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 January 1, 2019 and amended from time to time.

“*plan compensation*” means, with respect to a *plan year*, the types of compensation paid to you by your *Employer* during the *plan year* as described on the “Plan Highlights” page and included in your taxable income for the *plan year*, increased by any amount excluded from the preceding type of pay on account of a salary reduction election pursuant to sections 125, 132(f)(4) or 401(k) of the *Code*.

“*plan year*” means the calendar year.

“*qualified domestic relations order*” 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.

“*retirement*” means, with respect to a *participant*, a *termination of employment* (i) under circumstances that are considered a retirement under a tax-qualified pension plan or, (ii) if the *participant* is not covered by such a plan on his or her *termination of employment*, on or after the *participant’s* 55th birthday.

“*spouse*” means the person to whom you are *married* on the applicable date.

“*sub-account*” means the book-keeping record of the different types of contributions (e.g., before-tax contributions, matching contributions) made on your behalf and the earnings and losses on those contributions.

“*summary*” means this summary plan description and all summaries of material modification hereto.

“*terminate employment*” or “*termination of employment*” means, with respect to an *employee*, a complete termination of the employment relationship with *Cummins* and all *affiliates*. “*Termination of employment*” does not include the following:

- a temporary absence due to vacation, sickness (not including *disability*), or layoff;
- military service to the extent required under *USERRA*;
- a leave that qualifies as a family or medical leave under the Family and Medical Leave Act of 1993, as amended; or
- a *Cummins*-approved leave of absence for not more than two years.

“*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.

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