EXHIBIT E

September __, 2003

[INSERT BIDDER]
[INSERT ADDRESS]

CONFIDENTIALITY AGREEMENT

Dear [INSERT NAME]:

[INSERT BIDDER] ("Bidder") is considering a potential acquisition (the "Transaction") of certain assets of Exide Technologies and its subsidiaries (collectively, "Exide"). In connection with the Bidder's investigation of the Transaction, the Official Committee of Unsecured Creditors of Exide (the "Committee") will furnish Bidder with information concerning Exide, and Bidder will furnish the Committee with information concerning Bidder and its affiliates, which information furnished by each of us may be non-public, a trade secret, confidential or proprietary in nature. All such information furnished in any form (tangible or intangible, supplied in writing, orally, by observation or through any electronic facsimile or computer-related communication), by either party to a parent company, affiliate, subsidiary, director, officer, employee, agent, advisor (including, without limitation, financial advisors, bankers, counsel, accountants and any representatives of such advisors) or representative (collectively, "Representatives") of the other party and all analyses, copies, notes, compilations, data, studies, interpretations, memoranda or other documents based in whole or part on any such information are hereinafter referred to as the "Information." For purposes of this letter agreement "Providing Party" means a party to this letter agreement which supplied Information to the other party to this letter agreement and "Receiving Party" means a party to this letter agreement which receives Information from a Providing Party. Any Information furnished by a Providing Party to a Receiving Party or its Representatives by any Representative of the Providing Party will be deemed for purposes of this letter agreement to have been furnished by such Providing Party and will constitute a part of the Information.

In consideration of being furnished with the Information by the other party, each of us agrees:

The Information disclosed by the Providing Party to the Receiving Party will not be used directly or indirectly by the Receiving Party in any way that is detrimental to the Committee or Exide, to compete with Exide nor for any purpose other than evaluating the Transaction. Moreover, such Information will be kept confidential by the Receiving Party and its Representatives, and will only be disclosed to its Representatives who require such Information for the purpose of evaluating the Transaction. Nothing in this letter agreement will in any manner restrict the Providing Party's use or disclosure of Information furnished by it to the Receiving Party. It is understood that the Representatives of the Receiving Party will be informed by the Receiving Party of the confidential nature of the Information disclosed to it by the Providing Party, will be directed by the Receiving Party to treat such Information

confidentially and not to use it other than in connection with the evaluation of the Transaction and will agree to be bound by and act only in accordance with the terms of this letter agreement. The Receiving Party will be responsible for the actions of its Representatives in complying with this letter agreement (it being understood that such responsibility will be in addition to and not by way of limitation of any right or remedy the Providing Party may have against any such Representative with respect to any breach of this letter agreement), including any failure to comply with the terms of this letter agreement. Except for the right to use granted in this paragraph, no right or license, either express or implied, under any patent, copyright, trade secret, know-how or Information is granted hereunder. Without the prior written consent of the other party, neither of us nor our Representatives will disclose the fact that the Information has been made available or that discussions or negotiations concerning the Transaction are taking place between the parties and Exide, except as required by law and then only with prompt prior written notice to such other party.

In the event that the Receiving Party or any of its Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information received from the Providing Party, the Receiving Party will provide the Providing Party with prompt prior written notice of such requirement so that the Providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this letter agreement. In the event that such protective order or other remedy is not obtained, or that the Providing Party waives compliance with the provisions hereof, the Receiving Party will furnish only that portion of the Information which the Receiving Party is advised by counsel is legally required to be disclosed, and will use reasonable efforts to assure that confidential treatment will be afforded such disclosed portion of the Information. Notwithstanding the foregoing provisions, in the event that either party determines in good faith upon the advice of counsel that a disclosure of (i) the Information concerning the other party, (ii) the fact that the Information has been made available to such party, or (iii) the fact that discussions or negotiations between the parties concerning the Transaction are taking place, is required under applicable securities laws or stock exchange listing requirements, such party will be permitted to make such required disclosure.

Bidder hereby acknowledges that it is aware, and that it will advise its Representatives who are provided access to the Information furnished by the Committee or who are informed as to the matters which are the subject of this letter agreement, such as the Transaction, that the United States securities laws may prohibit a person who has material, non-public information concerning Exide or the matters which are the subject of this letter agreement from purchasing or selling securities in reliance upon such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

At any time prior to the consummation of the Transaction upon the request of the Providing Party, all Information furnished by the Providing Party will, at the direction of the Providing Party, either be returned to the Providing Party or be destroyed, and all Information created by the Receiving Party or its Representatives based upon the Information furnished by the Providing Party will be destroyed at the request of the Providing Party, with any such destruction confirmed by the Receiving Party in writing to the Providing Party. The Receiving

Party, however, may retain a copy of the Providing Party's Information for archival purposes subject to the terms of this letter agreement.

This letter agreement will not affect the Receiving Party's rights to use or disclose Information which (i) is or becomes generally available to the public (other than as a result of wrongful disclosure by the Receiving Party or its Representatives), (ii) becomes available on a non-confidential basis from a source other than the Providing Party or one of its Representatives which the Receiving Party reasonably believes is entitled to disclose it, (iii) has been independently acquired or developed by the Receiving Party without violating any of its obligations under this letter agreement, or (iv) which the Providing Party agrees in writing prior to disclosure that the Receiving Party may disclose.

As a Providing Party, each of us will endeavor to provide the Receiving Party with Information known to it which it believes to be reliable, as well as relevant to the Receiving Party's investigation. The Receiving Party understands and agrees that neither the Providing Party nor any of its Representatives (i) has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Information, or (ii) will have any liability whatsoever to the Receiving Party or any of its Representatives relating to or resulting from the use of the Information or any errors therein or omissions therefrom.

Each of us agrees that it and its affiliates will not, directly or indirectly, participate in any discussions or negotiations regarding any transaction which would be inconsistent with the Transaction without promptly notifying the other party hereto of the fact that such discussions or negotiations are taking place.

The Receiving Party acknowledges that, in the event of any breach of this letter agreement by the Receiving Party, the Providing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the Providing Party, in addition to any other remedy to which it may be entitled, will be entitled to an injunction or injunctions to prevent breaches of the provisions of this letter agreement and to compel specific performance of this letter agreement, without proof of actual damages. These remedies will not be deemed to be exclusive remedies for a violation of this letter agreement but will be in addition to all other remedies available to the Providing Party at law or in equity. The Receiving Party further agrees to waive, and to use its best efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

The Bidder agrees to promptly reimburse, indemnify, defend and hold harmless the Committee and each of its Representatives from any claim, investigation, damage, loss or expense incurred by them arising from or in connection with the Bidder's or its Representatives' possession or use of Information provided by the Committee and/or its Representatives to the Bidder and/or its Representatives that was originally provided to the Committee and/or its Representatives by or on behalf of Exide and/or its Representatives.

Each of us hereby agrees that any legal action or proceeding with respect to this letter agreement may be brought in the courts of the State of New York or of the United States in the State of New York. Each of us hereby consents to personal jurisdiction in any such action brought in any such court in the State of New York, consents to service of process by mail made

upon such party and waives any objection to venue in any such court or to any claim that any such court is an inconvenient forum.

This letter agreement will be governed by the internal laws of the State of New York, without regard to the conflicts of law principles thereof. This letter agreement may not be superseded, amended or modified, except by written agreement between the parties. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

This letter agreement may not be assigned or transferred without the prior written consent of the non-assigning party. Subject to the foregoing, this letter agreement will inure to the benefit of and be binding upon each of us and our respective affiliates, successors and assigns, including any successor to each of us or substantially all of our respective assets or business, by merger, consolidation, purchase of assets, purchase of stock or otherwise.

If any provision of this letter agreement will, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment will not affect, impair or invalidate the remainder of this letter agreement but will be confined in its operation to the provision of this agreement directly involved in the controversy in which such judgment will have been rendered.

This letter agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of Information to which this letter agreement relates.

Unless earlier terminated by mutual agreement of the parties, this letter agreement will terminate five (5) years from the date of this letter agreement.

If you are in agreement with the foregoing, please sign and return one copy of this letter agreement. This letter agreement may be executed in counterparts, all of which will be considered one and the same agreement and each of which will be deemed an original.

Sincerely,

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EXIDE TECHNOLOGIES, *et al.*

By _____
Name:
Title:

Confirmed and agreed to as of the date first above written:

[INSERT BIDDER]

By _____
Name:
Title: