



Corporate Headquarters
210 Carnegie Center, Suite 500
Princeton, NJ 08540 USA
(609) 627-7200 tel
www.exideworld.com

_____, 2003

Dear _____:

You have requested information regarding _____ (the "Business") of Exide Technologies (the "Company," "us" or "we") in connection with your consideration of the possible acquisition of the Business from the Company (a "Possible Transaction"). In consideration of our furnishing you with the Evaluation Materials (as defined below) you agree as follows:

Confidentiality of Evaluation Materials

You will treat confidentially any information (whether written or oral) that we, our financial advisor, The Blackstone Group L.P. ("Blackstone"), our other representatives, or the Official Committee of Unsecured Creditors or its financial advisor, Jefferies & Company (collectively, the "Committee") furnish to you after the date hereof in connection with a Possible Transaction, together with analyses, compilations, studies or other documents prepared by you, or by your representatives (as defined hereinafter) which contain or otherwise reflect such information in, the Business (collectively, the "Evaluation Materials"). You recognize and acknowledge the competitive value of the Evaluation Materials and the damage that could result to the Company if the Evaluation Materials were used or disclosed except as authorized by this agreement.

The term "Evaluation Materials" includes information relating to the Business furnished to you orally or in writing (whatever the form or storage medium) or gathered by inspection, and regardless of whether such information is specifically identified as "confidential." The term "Evaluation Materials" only includes Evaluation Material obtained in connection with a Possible Transaction, and does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your representatives, (ii) was or becomes available to you on a non-confidential basis from a source other than the Company or its representatives, provided that to your knowledge, after due inquiry, such source is not prohibited from disclosing such information to you by a contractual, legal or fiduciary obligation to the Company or its representatives, (iii) is independently developed by you without violating your obligations hereunder, or (iv) is, or becomes, publicly available; or is made publicly available through discovery or any other Court sanctioned process or pursuant to a Court order.

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Use of Evaluation Materials

The Evaluation Materials shall be used for the exclusive purpose of evaluating a Possible Transaction, and shall not be used for any other purpose, including, but not limited to, use in any litigation or contested matter (including, without limitation, confirmation of the Company's plan). You and your representatives will keep the Evaluation Materials confidential; provided, however, that (i) such information may only be disclosed to those of your directors, officers, employees, affiliates, agents, representatives (including attorneys, accountants and financial advisors), lenders and other sources of financing (whether equity, debt or a combination thereof) (collectively, "your representatives") who need to know such information for the purpose of evaluating a Possible Transaction (it being understood that your representatives shall be informed by you of the confidential nature of such information and shall be directed by you, and shall each expressly agree, to treat such information confidential in accordance with this agreement) and (ii) any other disclosure of such information may only be made if the Company consents in writing prior to any such disclosure. Without limiting the generality of the foregoing, in the event that a Possible Transaction is not consummated, neither you nor your representatives shall use any of the Evaluation Materials for any purpose. You will be responsible for any breach of this agreement by you or your representatives. Notwithstanding the foregoing, you agree to not disclose any of the Evaluation Materials or discuss the contents therein with the Prepetition Lenders, the Creditors Committee, the Equity Committee or any of their respective representatives except to the extent they also have or have been provided access to such Evaluation Material and discussion regarding such Evaluation Material is reasonably necessary to permit you to effectively participate as a funder and/or proponent of a plan of reorganization.

In the event that you or any of your representatives receive a request or are required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Evaluation Materials, you or your representatives, as the case may be, agree to (i) immediately notify the Company and the Committee of the existence, terms and circumstances surrounding such request, (ii) consult with the Company and the Committee on the advisability of taking legally available steps to resist or narrow such request and (iii) assist the Company and the Committee, at the Company's expense, in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions hereof, (i) you or your representatives, as the case may be, may disclose to any tribunal only that portion of the Evaluation Materials which you are advised by counsel is legally required to be disclosed, and shall exercise your reasonable best efforts to obtain assurance that confidential treatment will be accorded such Evaluation Materials and (ii) you shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by you or your representatives not permitted by this agreement.

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Return of Documents

Upon the Company's request, you shall promptly deliver to the Company or destroy all written Evaluation Materials (whatever the form or storage medium), and one of your officers shall certify the destruction of such materials in writing to the Company.

No Unauthorized Contact or Solicitation

During the course of your evaluation, all inquiries and other communications are to be made directly to Blackstone or employees or representatives of the Company specified by the Company, or alternatively, to the Committee. Accordingly, you agree not to directly or indirectly contact or communicate with any executive or other employee of the Company concerning a Possible Transaction, or to seek any information in connection therewith from such person, without the express written consent of the Company. You also agree not to discuss with or offer to any third party an equity participation in a Possible Transaction or any other form of joint acquisition of the Business by you and such third party without the prior written consent of the Company.

Without the Company's prior written consent, you will not for a period of twelve months from the date of this agreement directly or indirectly solicit for employment or employ any person who is now employed by the Company in the Business or at the Company's Corporate or Shared Services units (or whose activities are dedicated thereto) in an executive or management level position or otherwise reasonably considered by the Company to be a key employee of the Business or at the Company's Corporate or Shared Services units, provided, however, that the foregoing provisions shall not prevent you from (i) employing any such person who first contacts you on his or her own initiative without any prior direct solicitation from you or your representatives (ii) soliciting or employing any such person whom the Company has terminated or who has terminated his or her employment by the Company without inducement on your part, and (iii) conducting general solicitations for employees or independent contractors which solicitations are not specifically targeted at any of the Company's employees employed in, or dedicated to, the Business or at the Company's Corporate or Shared Services units. The exclusions set forth in clauses (i)-(iii) of the preceding sentence do not constitute the Company giving you permission to solicit or employ such employees and you may be prohibited from employing such employees for other reasons, including under applicable law, such as tortious interference with the Company's contractual relationship with such employees.

Standstill

You agree that until twelve months from the date of this agreement, you and your representatives will not without the prior approval of the Company (i) acquire or make any proposal to acquire any securities, indebtedness, claims or property of the Company, (ii) propose to enter into any merger or business combination involving the Company or purchase a material portion of the assets of the Company other than the Possible Transaction, (iii) make or participate in any solicitation of proxies to vote, or seek to advise or influence any person with respect to the voting of any securities of the Company, (iv) form, join or participate in a "group" (within the meaning

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of Section 13(d)(3) of the Securities Exchange Act of 1934) with respect to any voting securities of the Company, (v) otherwise act or seek to control or influence the Board of Directors of the Company in connection with a Possible Transaction, (vi) disclose any intention, plan or arrangement inconsistent with the foregoing or (vii) take any action which might require the Company to make a public announcement regarding the possibility of a business combination or merger. Notwithstanding the foregoing provisions, nothing in this letter shall be deemed to prevent or preclude you from participating as a funder and/or proponent of any plan of reorganization; provided, however, that you shall not be permitted to use Evaluation Material for such purposes except as provided herein.

No Representation or Warranty

Although the Company and Blackstone have endeavored to include in the Evaluation Materials information known to them which they believe to be relevant for the purpose of your investigation, you acknowledge and agree that none of the Company, Blackstone, the Committee or any of the Company's or the Committee's other representatives or agents is making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Materials, and none of the Company, Blackstone, the Committee or any of the Company's or the Committee's other representatives, members or agents, nor any of their respective officers, directors, employees, representatives, stockholders, owners, affiliates, advisors or agents will have any liability to you or any other person resulting from the use of Evaluation Materials by you or any of your representatives. Only those representations or warranties that are made to a purchaser in a definitive sale agreement for the Business ("Sale Agreement") when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Sale Agreement, will have any legal effect. For purposes of this agreement, the term "Sale Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any oral acceptance of an offer or bid by you.

You also acknowledge and agree that no contract or agreement providing for the sale of the Business shall be deemed to exist between you and the Company unless and until a Sale Agreement has been executed and delivered by you and each of the other parties thereto, and you hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with the sale of the Business unless and until a Sale Agreement has been executed and delivered by you and each of the other parties thereto. You also agree that unless and until a Sale Agreement between the Company and you with respect to the acquisition of the Business has been executed and delivered by you and each of the other parties thereto, there shall not be any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this agreement or any other written or oral expression with respect to such transaction except, in the case of this agreement, for the matters specifically agreed to herein.

You further understand and agree that, subject to applicable bankruptcy law, (i) the Company and Blackstone shall be free to conduct the process for the Business' sale as they in their sole discretion shall determine (including, without limitation, negotiating with any prospective buyers and entering into a Sale Agreement without prior notice to you or to any other person), (ii) any procedures relating to such sale may be changed at any time without notice to you or any other

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person and (iii) you shall not have any claims whatsoever against the Company, Blackstone, the Committee or any of their respective directors, officers, employees, stockholders, owners, affiliates, agents, members or representatives arising out of or relating to the sale of the Company.

Legal Remedy

You understand and agree that money damages would not be a sufficient remedy for any breach of this agreement by you or your representatives and that the Company will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by you or your representatives but shall be in addition to all other remedies available at law or equity.

Other

This agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof. This agreement may be changed only by a written agreement signed by the parties hereto or their authorized representatives.

If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

The parties understand and agree that no failure or delay by the other party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and to be performed therein.

This agreement and each party's obligations and rights shall be binding on and inure to the benefit of the representatives, assigns and successors of such party, including but not limited to any corporate entity that succeeds the Company as a result of its ongoing reorganization.

This agreement shall terminate eighteen months from the date hereof, except your obligations of confidentiality and restrictions on use of the Evaluation Materials under this agreement shall continue beyond its termination.

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If you are in agreement with the foregoing, please sign and return one copy of this agreement, it being understood that all counterpart copies will constitute but one agreement with respect to the subject matter of this letter.

Very truly yours,

Exide Technologies

By: _____
Name: Stuart H. Kupinsky
Title: General Counsel

Accepted and agreed to as of the date hereof:

By: _____
Name: