EXHIBIT A

KMZ Rosenman
KATTEN MUCHIN ZAVIS ROSENMAN

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September 5, 2003

Via Email

Erich Joachimsthaler, Ph.D.
Chief Executive Officer
VivaldiPartners
585 Broadway, Suite 510
New York, NY 10012-3229

Re: In re Exide Technologies, et al.
Case No. 02-11125(KJC)

Dear Dr. Joachimsthaler:

This is to confirm that our client, Exide Technologies, Inc. ("Exide"), has agreed to engage your services as a consulting expert to Katten Muchin Zavis Rosenman ("KMZR") and Kirkland & Ellis ("K&E") in connection with the above-referenced litigation. We will determine at a later time whether it will be necessary to request that you testify as an expert in this matter. This work will be performed on behalf of KMZR and K&E in preparation for litigation between Exide and Enersys, Inc.. KMZR and K&E are co-counsel to Exide in connection with this litigation. Exide will be ultimately responsible for payment of your fees, but you should submit your invoices to me and I will process them for payment.

Fees. It is our understanding that you charge for your time at the rate of $500 per hour, and that you may use others on your staff at rates ranging from $150 per hour to $350 per hour. All services must be authorized in advance, either by me, my colleague Roger Furey, or by Paul Garcia of K&E. We understand that all out-of-pocket costs, including travel expenses, will be billed in addition to and separate from your hourly rate. Your statements should be submitted to me and I will promptly forward them to our client for payment.

This engagement may be terminated at any time. If terminated, please bill our client for actual time spent to the time of notification, plus additional, reasonable out-of-pocket costs incurred to that date. In the event of such termination, you will agree to make available to KMZR or K&E without delay all documents and workpapers which you generated or on which you relied in the performance of the work pursuant to this engagement, as provided below.

Other conditions.

(1) Engagement conflict. Because of the confidentiality of the information that KMZR and K&E will provide to you in connection with this engagement, you will not work for or represent Enersys, Inc. or any of its attorneys or experts, in connection with this litigation. Enersys is represented by the law firm of Stevens & Lee. After this engagement is completed, you agree that you will not work for or represent Enersys, Inc. in any proceeding or matter involving Exide.

(2) Confidentiality. In order for you to perform the work expected of you in this engagement, it will be necessary for KMZR and K&E to disclose to you certain legal theories as well as other privileged information and attorney work product. Accordingly, you agree that during and after the period of this engagement, you will not disclose any theories, opinion, facts, or other information obtained in or generated from this engagement to any person or entity unless such disclosure is expressly authorized by KMZR or K&E or ordered by a court.

All materials and documents provided to you in connection with this engagement shall remain or become the property of KMZR and K&E. You will not disclose to any person other than KMZR or K&E any documents or other materials provided to you or generated or prepared by you in connection with this engagement, unless such a disclosure is authorized by KMZR or K&E or ordered by a court.

If any person or entity, including any agency of the United States Government, to whom disclosure has not been authorized by KMZR or K&E, requests or seeks to compel by subpoena or court order production of, or otherwise seeks to obtain any theories, opinions, facts, information, documents or other materials relating to this engagement within your possession or control, you shall immediately inform KMZR and K&E in writing of the nature and scope of the request, subpoena or court order, the time within which the scheduled response is sought, and the identity of the person or entity requesting the information.

Documents or information received by KMZR or K&E or other attorneys in the course of this engagement may be subject to a protective order issued by a court or administrative officer barring disclosure of documents or information except as permitted by the protective order. You agree to be bound by the terms of this protective order to the extent it is appropriate for you to have access to such documents and information in carrying out your responsibilities under this engagement.

(3) Return of Materials to KMZR. Except to the extent that KMZR agrees otherwise in writing, you shall, upon termination or expiration of this engagement, deliver to KMZR all documents and other materials, including all copies thereof, which (a) have been provided to you in connection with your work pursuant to this engagement letter, (b) embody or disclose in any

way any theories, opinions, facts, data, information, documents or other materials, disclosed or provided to you in connection with your work pursuant to this engagement letter, or (c) have been prepared or are in the process of being prepared by or for you in connection with your work pursuant to this engagement. Reports and other documents generated, or obtained by you, in the course of your work on this matter will be the property of our client, Exide. If authored by you, they will be considered "Works Made For Hire" and all right, title and interest in such works is hereby assigned by you to Exide.

This engagement letter may be amended by the parties from time to time only by mutual agreement and in writing. All of your obligations under this agreement shall survive the termination or expiration of your engagement.

If these terms are acceptable to you please sign this letter to indicate your acceptance of the terms of this engagement and return it to us. We look forward to the opportunity to work with you.

Sincerely,

William M. Bosch

AGREED AND ACCEPTED THIS
5 DAY OF SEPTEMBER, 2003

ERICH JOACHIMSTHALER
Chief Executive Officer
VivaldiPartners